



# **Ministry of Health and Wellness**

## **Invitation to Participate in Framework Agreement**

### **PROCUREMENT OF PHARMACEUTICAL PRODUCTS**

#### **Health Sector Goods**

***(One Envelope Primary Procurement Process)***

#### **OPEN NATIONAL BIDDING**

**Procurement Reference:  
MHPQ/PHARM/2022-2024/Q 101 FA**

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## **Online e-Tendering**

The e-Procurement System of the Republic of Mauritius has now reached its Phase 2 with evaluation of bids online up to award. The next and last Phase is expected to be completed shortly.

The e-Procurement System now allows for invitation for bids, downloading of bidding documents, request for clarification from suppliers, response to clarification and issue of addendum, submission of bids, closing of bids, bid opening, evaluation of bids and award of contract to be done online.

The process for Challenge and Review shall continue to be offline for some time.

Suppliers are hereby advised that it is a mandatory condition to have a digital certificate issued by a Certifying Authority licensed by the Republic of Mauritius to respond to any Invitation for Bid on the e-Procurement System. Further information may be obtained from the Supplier's User Guide attached to this bidding document.

# **Standard Bidding Document**

# Summary of contents

## Specific Procurement Notice

### Specific Procurement Notice - Invitation for Bids (IFB) Framework Agreement(s) Goods

The Specific Procurement Notice template, included in this SBD, is the notice to be used for an Invitation for Bids, one-envelope Primary Procurement process to conclude a Framework Agreement(s).

## Invitation for Bids – Goods (One-Envelope Bidding Process)

### PART 1 BIDDING PROCEDURES

#### Section I Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. It contains details on the submission, opening, and evaluation of Bids received during the **Primary Procurement process**.

It also provides an overview of the Secondary Procurement process for the award of a Call-off Contract(s) once the Framework Agreement(s) is concluded. This is more fully described in the Framework Agreement. **Section I is to be used without modification.**

#### Section II Bid Data Sheet (BDS)

This Section includes provisions that are specific to each Primary Procurement process and that supplement Section I, Instructions to Bidders.

#### Section III Evaluation and Qualification Criteria

This Section specifies the criteria for the evaluation of Bids and the qualification of Bidders, including the methodology, which results in the determination of which Bidders will be invited to conclude a Framework Agreement(s).

#### Section IV Bidding Forms

This Section includes the forms for Bid submission, Letter of Bid, Price Schedules, and the Manufacturer's Authorization, to be completed and submitted by the Bidder as part of its Bid.

## **PART 2 SUPPLY REQUIREMENTS**

### **Section V Schedule of Requirements**

This Section includes the List of Health Sector Goods, an estimate of the volume/quantity, Delivery and Completion Schedules, and the Technical Specifications that describe the Health Sector Goods to be procured.

## **PART 3 PUBLIC BODY FORMS**

### **Section VI Public Body Forms**

This Section includes the forms for the Notification of Intention to Conclude a Framework Agreement and Notification to Conclude a Framework Agreement.

## **PART 4 FRAMEWORK AGREEMENT FOR GOODS**

This Part sets out the provisions of the Framework Agreement

SCHEDULE 1: Schedule of Requirements

SCHEDULE 2: Price Schedules

SCHEDULE 3: Secondary Procurement

SCHEDULE 4: Secondary Procurement Forms

SCHEDULE 5: List of Purchasers (if applicable)

# Specific Procurement Notice (SPN)

## Invitation to Participate in Framework Agreement

For

### Health Sector Goods

#### (One-Envelope Primary Procurement Process)

**Public Body:** Ministry of Health and Wellness

**Country:** Republic of Mauritius

**Name of Project:** Framework Agreement for Pharmaceutical Items

**IFB Reference No.:**

1. The Ministry of Health and Wellness is inviting Participation in a Framework Agreement which will be followed by Call-off Contracts that may be awarded under the **Framework Agreement for Pharmaceutical Items** concluded through this IFB Primary Procurement process.
2. The Ministry of Health and Wellness will be the **sole Purchaser** under this Framework Agreement.
3. The Ministry of Health and Wellness now invites Bidders to submit **corresponding Documents only (at the Primary Procurement Process bidders shall not submit bid prices)** with respect to the evaluation requirements at **Section III Evaluation and Qualification Criteria** for Goods which are listed at ANNEX A.
4. An evaluation for eligibility will be carried out and only bidders who have satisfied the eligibility criteria will be retained to form part of the Framework Agreement (FA). The selection of a FA Supplier to be awarded a Call-off Contract will be done through a **Secondary Procurement process** as defined in Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Public Body, to purchase Goods under a Call-off Contract. The conclusion Framework Agreement does not guarantee that a FA Supplier will be awarded a Call-off Contract.
5. The Framework Agreement to be concluded will be "Multiple-Supplier".

6. Bidding will be conducted through Restricted Bidding (RB) using an Invitation for Bids (IFB), and is open to all eligible Bidders.
7. Bidders may submit Bids for one or more items.
8. The Framework Agreement shall be concluded for a Term of **3 years** from the commencement date stated in the Framework Agreement.
9. The Primary Procurement shall establish a Closed Framework Agreement(s).
10. Interested eligible Bidders may obtain further information from the Ministry of Health and Wellness through email [cmumoh@govmu.org](mailto:cmumoh@govmu.org)
11. Documents testifying the eligibility of Bidders must be submitted along with the bids at the address mentioned at **ITB 14.7 (b)(i)**

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# Invitation for Bids Framework Agreement(s) Health Sector Goods

## Table of Contents

PART 1 – Bidding Procedures .....	2
<i>Section I - Instructions to Bidders (ITB)</i> .....	3
<i>Section II - Bid Data Sheet (BDS)</i> .....	37
<i>Section III - Evaluation and Qualification Criteria</i> .....	43
<i>Section IV - Bid Forms</i> .....	49
PART 2 – Supply Requirements .....	87
<i>Section V - Schedule of Requirements</i> .....	89
PART 3 – Public Body Forms .....	116
PART 4 – Framework Agreement .....	124

## **PART 1 – Bidding Procedures**



# Section I - Instructions to Bidders (ITB)

## Contents

A. General.....	5
1 Scope of Bid .....	5
2 Source of Funds .....	8
3 Fraud and Corruption .....	8
4 Eligible Bidders.....	10
B. Contents of the IFB Document.....	14
6 Sections of Bidding Document .....	14
7 Clarification of Bidding Document .....	15
8 Amendment of Bidding Document.....	16
C. Preparation of Bids .....	16
9 Cost of Bidding .....	16
10 Language of Bid .....	16
11 Documents Comprising the Bid.....	17
12 Letter of Bid and Price Schedules .....	18
13 Alternative Bids.....	18
14 Bid Prices and Discounts.....	18
15 Currencies of Bid and Payment.....	20
16 Documents Establishing the Eligibility and Conformity of Goods.....	20
17 Documents Establishing the Eligibility and Qualifications of the Bidder .....	21
18 Period of Validity of Bids.....	22
19 No Bid Security or Bid Securing Declaration.....	22
20 Format and Signing of Bid .....	22
D. Submission and Opening of Bids.....	23
21 Sealing and Marking of Bids.....	23
22 Deadline for Submission of Bids.....	24
23 Late Bids.....	24
24 Withdrawal, Substitution, and Modification of Bids.....	24
25 Bid Opening.....	25
E. Evaluation and Comparison of Bids.....	26

26	<i>Confidentiality</i> .....	26
27	<i>Clarification of Bids</i> .....	27
28	<i>Deviations, Reservations, and Omissions</i> .....	27
29	<i>Determination of Responsiveness</i> .....	28
30	<i>Nonconformities, Errors and Omissions</i> .....	28
31	<i>Correction of Arithmetical Errors</i> .....	29
32	<i>Conversion to Single Currency</i> .....	29
33	<i>No Margin of Preference</i> .....	29
34	<i>Evaluation of Bids</i> .....	29
35	<i>Comparison of Bids</i> .....	31
36	<i>Qualification of the Bidder(s)</i> .....	31
37	<i>Public Body’s Right to Accept Any Bid, and to Reject Any or All Bids</i> .....	32
38	<i>Standstill Period</i> .....	32
39	<i>Notification of Intention to Conclude a Framework Agreement</i> .....	32
F.	<b>Conclusion of a Framework Agreement</b> .....	33
40	<i>Framework Agreement Criteria</i> .....	33
41	<i>Notification to Conclude a Framework Agreement</i> .....	33
42	<i>No Obligation to Purchase</i> .....	33
43	<i>Non-exclusivity</i> .....	33
44	<i>Debriefing by the Public Body</i> .....	33
45	<i>Signing the Framework Agreement</i> .....	34
46	<i>Publication of the Conclusion of Framework Agreement Notice</i> .....	34
47	<i>Procurement Related Complaint</i> .....	35
G.	<b>Secondary Procurement Process for awarding a Call-off Contract</b> .....	35
48	<i>Method and criteria for award of Call-off Contract</i> .....	35
49	<i>Adjustment to the Base Price</i> .....	36

## Section I. Instructions to Bidders

### A. General

#### 1 Scope of Bid

- 1.1 In connection with the Specific Procurement Notice, Invitation for Bids (IFB) Framework Agreement(s) Health Sector Goods, specified **in the Bid Data Sheet (BDS)**, the Public Body, as specified **in the BDS**, issues this Invitation for Bids (IFB) document as part of the Primary Procurement process for Health Sector Goods, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name and identification of this IFB are specified **in the BDS**.
- 1.2 Throughout this Bidding document:
- (a) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Public Body) with proof of receipt;
  - (b) if the context so requires, **“singular”** means **“plural”** and vice versa;
  - (c) **“Day”** means calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Public Body. It excludes the Public Body’s official public holidays;
  - (d) **“Call-off Contract”** means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods. The parties to the contract are the Purchaser and Supplier;
  - (e) **“Closed Framework Agreement”**: A Closed Framework Agreement is where no new firm(s) may conclude Framework

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Agreement(s) during the Term of the Framework Agreement;

- (f) **“Country”** means the Public Body’s country;
- (g) **“Delivery Period”** is the specified period from the date of formation of a Call-off contract for delivery of the Goods, as per the applicable Incoterms.
- (h) **“Framework Agreement (FA)”** means the agreement between the Public Body and Supplier (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;
- (i) **“FA Supplier”** means a Supplier;
- (j) **“Goods”** means all goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;
- (k) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;
- (l) **“Multi-Supplier Framework Agreement”** means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (m) **“Primary Procurement”** means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this IFB;
- (n) **“Public Body”** means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);

- (o) **“Purchaser”**, as **specified in the BDS**, means the agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement;
- (p) **“Responsible Agency”** when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers, once it has been concluded. A Responsible Agency is not a Purchaser under the Framework Agreement;
- (q) **“Secondary Procurement”** means the process described in the Framework Agreement and followed by a Purchaser to select a FA Supplier, and award a Call-off Contract for the supply of Goods;
- (r) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Purchaser;
- (s) **“Single-Supplier Framework Agreement”** means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (t) **“Supplier”** means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, as and when required. A Supplier may also be referred to as a “FA Supplier”;
- (u) **“Term”** means the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

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## 2 Source of Funds

2.1 The Public Body (hereinafter called “Public Body”) specified **in the BDS** will make from its own funds payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Bidding document is issued.

## 3 Fraud and Corruption

3.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. <sup>1</sup> In pursuance of this policy, the Government of the Republic of Mauritius:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party<sup>5</sup> or
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the property of the party to influence improperly the actions of a party;

- (v) “obstructive practice” is
    - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (b) acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights provided for under sub-clause 4.2 below.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
  - (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time:
    - (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 3.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.

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- 3.3 Furthermore, bidders shall be aware of the provision in Clauses 23.1 and 25.1 (a) of the General Conditions of Contract.
- 3.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): [ppo.gov.mu](http://ppo.gov.mu).
- 3.5 The Purchaser commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

#### **4 Eligible Bidders**

- 4.1 Subject to ITB 4.6, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract.



- (a) With a view to facilitating participation by bidders, the Purchaser shall accept the submission by bidders of equivalent documentation when particular documents required by the bidding documents are not available or issued, for example, in a foreign bidder's country of origin.
- (b) Public bodies may also accept certifications from bidders attesting to compliance with eligibility requirements.

4.2 A Bidder may be a private entity, government-owned entity—subject to ITB 4.8—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture or association (JVA).

- (a) Unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and
- (b) The JVA shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.

4.3 Public bodies may require the submission of signed statements from the bidders, certifying eligibility, in the absence of other documentary evidence establishing eligibility.

Eligibility requirements may concern:

- (a) business registration, for which evidence may include the certificate of company registration;
- (b) tax status, for which documentation of tax registration and tax clearance are particularly relevant;

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- (c) certifications by the bidder of the absence of a debarment order and absence of conflict of interest; and
  - (d) certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.

4.4 A Bidder shall not have conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they or any of their affiliates, including but not limited to:

- (a) have controlling partners in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of this bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (e) Influence the decisions of the Purchaser regarding this bidding process; or
- (f) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (g) participated as a consultant in the preparation of the technical specifications of the products that are the subject of the bid.

4.5 (1) While submitting any bid, a foreign individual, firm, company or institution,

shall specify whether or not any agent has been appointed in Mauritius, and if so:

- agent;
- (a) the name and address of the
  - (b) the figure of the commission amounts payable to the agent, type of currency and mode of payment;
  - (c) any other condition agreed with the agent; and income tax registration certificate of the local agent and acceptance letter of the agent.
- (2) If a bid submitted stated that there is no local agent, and if it is proved thereafter that there exists an agent or if a bid has stated an amount for a commission and it is proven that there exists a higher amount for that commission, action shall be taken against him for suspension and debarment in accordance with section 53 of the Act.

4.6 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods from a country where it is based or any payment to persons or entities in that country.

4.7 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws, at the date of the deadline for bid submission or thereafter, shall be disqualified.

(b) Bids from suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

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Links for checking the ineligibility lists are available on the PPO's website: <http://ppo.govmu.org>

4.8 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

4.9 Pursuant to ITB Sub-Clause 15.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

4.10 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

## **5 Eligible Goods**

5.1 All the Goods to be supplied under a Call-off Contract awarded under a Framework Agreement, may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.

5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids.

## **B. Contents of the IFB Document**

### **6 Sections of Bidding Document**

6.1 The Bidding document consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes. and should be read in conjunction with any addenda issued in accordance with **ITB 8**.

#### **PART 1 - Bidding Procedures**

Section I - Instructions to Bidders (ITB)

Section II - Bidding Data Sheet (BDS)  
 Section III - Evaluation and Qualification Criteria  
 Section IV - Bidding Forms  
 Section V - Eligible Countries  
 Section VI - Fraud and Corruption

## **PART 2 - Supply Requirements**

Section VII - Schedule of Requirements

## **PART 3 - Public Body Forms**

## **PART 4 - Framework Agreement (FA)**

SCHEDULE 1: Schedule of Requirements

SCHEDULE 2: Price Schedules

SCHEDULE 3: Secondary Procurement

SCHEDULE 4: Call-off Contract General  
Conditions of Contract

SCHEDULE 5: Secondary Procurement Forms

SCHEDULE 6: List of Purchasers (if applicable)

- 6.2 The Specific Procurement Notice “Invitation for Bids to conclude a Framework Agreement(s) for Goods”, issued by the Public Body is not part of this Bidding document.
- 6.3 Unless obtained directly from the Public Body, the Public Body is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Public Body shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.
- 7 Clarification of Bidding Document**
- 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Public Body in writing at the Public Body’s address specified **in the**

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**BDS.** The Public Body will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Public Body shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with **ITB 6.3,** including a description of the inquiry but without identifying its source. If so specified **in the BDS,** the Public Body shall also promptly publish its response at the web page identified **in the BDS.** Should the clarification result in changes to the essential elements of the Bidding document, the Public Body shall amend the Bidding document following the procedure under **ITB 8** and **ITB 22.2.**

**8 Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Public Body may amend the Bidding document by issuing addenda.
- 8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Public Body in accordance with **ITB 6.3.** The Public Body shall also promptly publish the addendum on the Public Body's web page in accordance with **ITB 7.1.**
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Public Body may, at its discretion, extend the deadline for the submission of Bids, pursuant to **ITB 22.2.**

**C. Preparation of Bids**

**9 Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Public Body shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**10 Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Public Body, shall be written in the

language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## **11 Documents Comprising the Bid**

### **11.1 The Bid shall comprise the following:**

- (a) Letter of Bid prepared in accordance with **ITB 12**;
- (b) Price Schedules: completed in accordance with **ITB 12** and **ITB 14**;
- (c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3**;
- (d) Qualifications: documentary evidence in accordance with **ITB 17** establishing the Bidder's qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;
- (e) Bidder's Eligibility: documentary evidence in accordance with **ITB 17** establishing the Bidder's eligibility to Bid;
- (f) Eligibility of Goods: documentary evidence in accordance with **ITB 16** and **ITB 30**, establishing the eligibility of the Goods to be supplied by the Bidder;
- (g) Conformity: documentary evidence in accordance with **ITB 16**, that the Goods conform to the Bidding document; and
- (h) any other document required **in the BDS**.

### **11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all**

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members and submitted with the Bid, together with a copy of the proposed agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12 Letter of Bid and Price Schedules**

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 20.3**. All blank spaces shall be filled in with the information requested.

**13 Alternative Bids**

13.1 Alternative Bids shall not be permitted in this Primary Procurement process.

**14 Bid Prices and Discounts**

14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 Bidders shall provide their prices in the Price Schedules, as specified ITB 14.7 below.

14.3 The price to be quoted in the Letter of Bid in accordance with **ITB 12.1** shall be, as specified **in the BDS**.

14.4 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with **ITB 12.1**.

14.5 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.

14.6 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.

14.7 Unit prices in the Price Schedules shall be quoted against either estimated quantities over the duration of the Framework Agreement (Term) or



indicative range of individual Call-off quantities as specified in the BDS. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Public Body. This shall not in any way limit the Purchaser's right to award a Call-off contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) **For Goods to be supplied from within Mauritius:**
  - (i) **If manufactured in Mauritius:** the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods, including the price for inland transportation, insurance, and other local services required to convey the Goods to a place of destination as specified in the Bid Data Sheet;
  - (ii) **If manufactured outside Mauritius and already imported at the time of Call-off contract:** the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) including the price for inland transportation, insurance, and other local services required to convey the Goods to a place of destination as specified in the Bid Data Sheet, but excluding any custom

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duties and other import taxes on the Goods.

(b) For Goods manufactured outside Mauritius, **to be imported for supply under a Call-off Contract:**

(i) the price of the Goods, quoted CIP named place of destination, in the Public Body's Country, as specified **in the BDS;**

14.8 During the Call-off process, suppliers may be required to include the additional prices for inland transportation, insurance, and other incidental services required to convey the Goods to their final destination/s.

**15 Currencies of Bid and Payment**

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in Mauritian Rupees the portion of the Bid price that corresponds to expenditures incurred in Mauritian Rupees, unless otherwise specified **in the BDS.**

15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to Mauritian Rupees.

**16 Documents  
Establishing the  
Eligibility and  
Conformity of Goods**

16.1 To establish the eligibility of the Goods in accordance with **ITB 5**, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods to the Bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods,

demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following acceptance of the Goods by the Purchaser (if a Call-off Contract is awarded to the Bidder as a FA Supplier).
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Public Body in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Public Body's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17 Documents  
Establishing the  
Eligibility and  
Qualifications of the  
Bidder**

- 17.1 To establish Bidder's eligibility in accordance with **ITB 4**, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Public Body's satisfaction:
- (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Mauritius; and

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- (b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18 Period of Validity of Bids**

18.1 Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with **ITB 8**. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with **ITB 8**, shall be rejected by the Purchaser as nonresponsive.

18.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Public Body may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in **ITB 18.3**.

18.3 If the conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Framework Agreement Base Price shall be determined as follows:

- (a) in the case of a fixed price Framework Agreement, the Base Price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of an adjustable price Framework Agreement, no adjustment shall be made;
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

**19 No Bid Security or Bid Securing Declaration**

19.1 Bid Security or Bid-Securing Declaration is **not** required for this Primary Procurement process.

**20 Format and Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in **ITB 11** and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark

them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative(s).
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### **D. Submission and Opening of Bids**

##### **21 Sealing and Marking of Bids**

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope, the Bidder shall place the following separate, sealed envelope
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in **ITB 11**; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
- 21.2 The inner and outer envelopes, shall:

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- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Public Body in accordance with **ITB 22.1**;
  - (c) bear the specific identification of this Bidding process indicated in **ITB 1.1**; and
  - (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Public Body will assume no responsibility for the misplacement or premature opening of the Bid.

## **22 Deadline for Submission of Bids**

22.1 Bids must be received by the Public Body at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Public Body may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with **ITB 8**, in which case all rights and obligations of the Public Body and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23 Late Bids**

23.1 The Public Body shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 22**. Any Bid received by the Public Body after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

## **24 Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with **ITB 20.3**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with **ITB 20** and **ITB 21** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Public Body prior to the deadline prescribed for submission of Bids, in accordance with **ITB 22**.

24.2 Bids requested to be withdrawn in accordance with **ITB 24.1** shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

## 25 Bid Opening

25.1 Except as in the cases specified in **ITB 23** and **ITB 24.2**, the Public Body shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with **ITB 22.1**, shall be as specified **in the BDS**.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned

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to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any unconditional discounts, and any other details as the Public Body may consider appropriate.
- 25.6 Only Bids and unconditional discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Public Body attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Public Body shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 23.1**).
- 25.8 The Public Body shall prepare a record of the Bid opening that shall include, as a minimum;
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (item) if applicable, including any unconditional discounts;
- 25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

### **26 Confidentiality**

- 26.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework



Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with **ITB 39.1**.

26.2 Any effort by a Bidder to influence the Public Body in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.

26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Public Body on any matter related to the Bidding process, it should do so in writing.

## **27 Clarification of Bids**

27.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Public Body may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Public Body shall not be considered. The Public Body's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Public Body's request for clarification, its Bid may be rejected.

## **28 Deviations, Reservations, and Omissions**

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.

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**29 Determination of Responsiveness**

29.1 The Public Body's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 11**.

29.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods specified in the Framework Agreement; or

(ii) limit in any substantial way, inconsistent with the Bidding document, the Public Body's rights or the Bidder's obligations under the Framework Agreement; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Public Body shall examine the technical aspects of the Bid submitted in accordance with **ITB 16** and **ITB 17**, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of Bidding document, it shall be rejected by the Public Body and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30 Nonconformities, Errors and Omissions**

30.1 Provided that a Bid is substantially responsive, the Public Body may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Public Body may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related

to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 30.3 Provided that a Bid is substantially responsive, the Public Body shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.
- 31 Correction of Arithmetical Errors**
- 31.1 Provided that the Bid is substantially responsive, the Public Body shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit prices in the Price Schedule Summary and the individual Price Schedules, the unit prices in the latter shall prevail; and
  - (b) if there is a discrepancy between amounts in words and figures, the amounts in words shall prevail, unless the amount expressed in words is related to an error, in which case the amount in figures shall prevail subject to (a) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 31.1**, shall result in the rejection of the Bid.
- 32 Conversion to Single Currency**
- 32.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted in a single currency as specified **in the BDS**.
- 33 No Margin of Preference**
- 33.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.
- 34 Evaluation of Bids**
- 34.1 The Public Body shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.

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34.2 To evaluate a Bid, the Public Body shall consider the following:

- (a) evaluation will be done **item-wise** as quoted in accordance with **ITB 14**;
- (b) price adjustment for correction of arithmetic errors in accordance with **ITB 31.1**;
- (c) price adjustment due to unconditional discounts offered in accordance with **ITB 14.4**;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 32**;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 30.3**; and;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.

34.4 The Public Body's evaluation of a Bid will exclude and not take into account:

- (a) in the case of Goods manufactured in Mauritius, sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside Mauritius, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Bidder;
- (c) if applicable, any allowance for price adjustment during the period of execution of

the Call-off Contract, if provided in Section B: Framework Agreement Specific Provisions.

34.5 The Public Body's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with **ITB 14**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods or geographic location. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the **BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in **ITB 34.2(f)**.

### **35 Comparison of Bids**

35.1 The Public Body shall compare the evaluated costs of all substantially responsive Bids established in accordance with **ITB 34.2** to determine the ranking of Bids based on the lowest evaluated cost. The comparison shall be on the basis of **unit rates** quoted in accordance with ITB 14, as bid in accordance with ITB 14. The evaluation of prices shall not take into account custom duties and other taxes levied on imported Goods and sales and similar taxes levied in connection with the sale or delivery of Goods.

### **36 Qualification of the Bidder(s)**

36.1 Before concluding a Framework Agreement(s), the Public Body shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 17**. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the

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Bidding document), or any other firm(s) different from the Bidder.

36.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.

**37 Public Body's Right to Accept Any Bid, and to Reject Any or All Bids**

37.1 The Public Body reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.

**38 Standstill Period**

38.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 44**. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency situation recognized by the Public Body, the Standstill Period shall not apply.

**39 Notification of Intention to Conclude a Framework Agreement**

39.1 The Public Body shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder(s) submitting the successful Bid(s);
- (b) the price(s) of the successful Bid(s), or pricing mechanism(s);
- (c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a

Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) information in (c)) above already reveals the reason;

- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## F. Conclusion of a Framework Agreement

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| <b>40 Framework Agreement Criteria</b>                   | <p>40.1 This is a Closed Framework Agreement.</p> <p>40.2 The Public Body shall specify in the BDS and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.</p>   |
| <b>41 Notification to Conclude a Framework Agreement</b> | <p>41.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in <b>ITB 38.1</b> or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Public Body shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p> |
| <b>42 No Obligation to Purchase</b>                      | <p>42.1 The conclusion of a Framework Agreement shall not impose any obligation on the Public Body and/or Purchaser(s) to purchase any Goods under the Framework Agreement.</p>   |
| <b>43 Non-exclusivity</b>                                | <p>43.1 This Primary Procurement process is non-exclusive, and the Public Body reserves the right to procure the Goods from other suppliers who are not FA Suppliers.</p>   |
| <b>44 Debriefing by the Public Body</b>                  | <p>44.1 On receipt of the Public Body's Notification of Intention to Conclude a Framework Agreement(s), referred to in <b>ITB 39.1</b>, an unsuccessful Bidder has three (3) Business Days to make a written request to the Public Body for a debriefing. The Public Body shall provide a debriefing to all unsuccessful</p>  |

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Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Public Body shall provide a debriefing within five (5) Business Days, unless the Public Body decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Public Body shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

44.3 Where a request for debriefing is received by the Public Body later than the three (3)-Business Day deadline, the Public Body should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally (over the phone or video conference) or in person. The Bidders shall bear their own costs of attending such a debriefing meeting.

**45 Signing the Framework Agreement**

45.1 Unless an earlier deadline is stipulated **in the BDS**, the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.

45.2 In case of Multi-User Framework Agreement, the Public Body shall sign each Framework Agreement on behalf of all participating Purchasers.

**46 Publication of the Conclusion of Framework Agreement Notice**

46.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per **ITB 41.1**, the Public Body shall publish the Conclusion



of Framework Agreement Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Public Body, and if applicable, all participating Purchasers;
- (b) name and reference number of the Framework Agreement being concluded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.

46.2 The Conclusion of Framework Agreement Notice shall be published on the Public Body's website with free access if available, or in at least one newspaper of national circulation in the Public Body's Country, or in the official gazette. The Public Body shall also publish the Conclusion of Framework Agreement Notice in the PPO's website.

**47 Procurement Related Complaint**

47.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

**G. Secondary Procurement Process for awarding a Call-off Contract**

**48 Method and criteria for award of Call-off Contract**

48.1 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible, as per the criteria stipulated in this IFB. The Purchaser may require, at the Secondary Procurement stage and

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award of Call-off Contract, evidence of continued qualification and eligibility.

**49 Adjustment to the Base Price**

49.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in the Framework Agreement.

## Section II - Bid Data Sheet (BDS)

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions **in the BDS** shall prevail over those in ITB.

<b>A. General</b>	
<b>ITB 1.1 and 1.2 (p)</b>	<p>The Public Body is: <b>Ministry of Health and Wellness</b></p> <p>The Public Body is the agency that will conclude, administer and manage the Framework Agreement, and be the sole Purchaser under the Framework Agreement.</p> <p>The reference number of the Invitation for Bids (IFB) is: MHPQ/PHARM/2023-2024/Q 101 FA</p> <p>The name of the IFB is Framework Agreement for the: <b>PROCUREMENT OF PHARMAEUTICAL PRODUCTS</b></p>
<b>ITB 1.2 (a)</b>	Paper based Open National Bidding Document.
<b>ITB 1.2 (l) or (t)</b>	This Primary Procurement will conclude a Single-User Framework Agreement
<b>ITB 1.2 (p)</b>	<p>The Purchaser that is permitted to purchase under the Framework Agreement is the:</p> <p>Ministry of Health and Wellness 5<sup>th</sup> Floor, Emmanuel Anquetil Building Sir Seewoosagur Ramgoolam Street Port-Louis Mauritius</p>
<b>ITB 1.2 (m)</b>	<p><b>Multi-Supplier Framework Agreement</b></p> <p>This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (x)</u></p> <p>The Public Body intends to conclude a Framework Agreements with a minimum number of Bidders for each range of Call-off quantities.</p> <p>The minimum number (referred to as x) is three (3). In exceptional cases the Ministry may consider x to be three (3).</p>

	<p><u>Framework Agreement panel – maximum number (y)</u></p> <p>The Purchasing Agency, will conclude Framework Agreements for each range of Call-off quantities. up to a maximum number of (10) qualified bidders with substantially responsive bids.</p> <p>The maximum number (referred to as y) of Bidders that the Public Body may conclude Framework Agreements with is ten (10).</p>
<b>1.2 (w)</b>	<p><b>Term of Framework Agreement</b></p> <p>The Framework Agreement shall be for a Term of <b>three (3) years</b> from the commencement date stated in the Framework Agreement.</p>
<b>ITB 2.1</b>	<p>The Public Body is the Ministry of Health and Wellness.</p> <p>The name of the Project is: <b>Framework Agreement for Pharmaceutical Items</b></p>
<b>ITB 4.1</b>	<p>The maximum number of members in a Joint Venture (JV) shall be three (3).</p>
<b>ITB 4.7 (b)</b>	<p>A list of debarred firms and individuals is available on the PPO's Website <a href="http://www.ppo.govmu.org">http://www.ppo.govmu.org</a>.</p>
<b>B. Contents of the IFB Document</b>	
<b>ITB 7.1</b>	<p>For clarification of bid purposes only, the bidders are required to submit the queries/requests for clarifications online through the E-Procurement System not later than (14) fourteen calendar days, prior to the deadline set for submission of bids (bid preparation and hash submission). Corresponding replies will be forwarded online not later than 5 days before the deadline for submission.</p> <p>Note: Request for clarification received after the schedule time above will not be entertained.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The bid, <b>as well as all correspondences</b> and documents <b>relating</b> to the bid exchanged by the Bidder and the <b>Purchaser</b>, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages <b>in the language specified</b>, in which case, for purposes of interpretation of the Bid, the translation shall <b>govern</b>.</p> <p>Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.</p>

<b>ITB 11.1 (h)</b>	The Bidder shall submit the following additional documents: (a) copies of its last audited financial statement (b) list of major supply contracts conducted for the last year and (c) evidence of registration of the manufacturer with the Drug Regulatory Authority of the Country of Origin.
<b>ITB 14.3</b>	The price to be quoted in the Letter of Bid in accordance with <b>ITB 12.1</b> shall be the unit bid prices against the range of Call-off quantities, as specified in the Schedule of Prices. <b>NOT APPLICABLE IN THE PRIMARY PROCUREMENT PROCESS</b>
<b>ITB 14.6</b>	The <b>Incoterms</b> edition that will apply to Framework Agreement Call-off Contracts is Incoterms 2020.
<b>ITB 14.7</b>	Unit Prices in the Price Schedules shall be quoted against indicative range for individual call-off quantities. <b>NOT APPLICABLE IN THE PRIMARY PROCUREMENT PROCESS</b>
<b>14.7 a(i), (ii)</b>	<b>Place of destination: Port-Louis Mauritius</b>
<b>ITB 14.7 (b)(i)</b>	<b>Named place(s) of destination, as per Incoterms used, is Ministry of Health and Wellness,</b> <b>Central Supplies Division,</b> <b>Plaine Lauzun,</b> <b>Port Louis,</b> <b>Republic of Mauritius</b> <b>Or</b> <b>Ministry of Health and Wellness,</b> <b>Central Supplies Division,</b> <b>Castel,</b> <b>Phoenix</b> <b>Republic of Mauritius</b> <b>Or</b> <b>New Grove,</b> <b>Republic of Mauritius</b>
<b>ITB 15.1</b>	The Bidder is required to quote in Mauritian Rupees the portion of the Bid price that corresponds to expenditures incurred in that currency. <b>NOT APPLICABLE IN THE PRIMARY PROCUREMENT PROCESS</b>
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>[insert duration]</i> following acceptance of the Goods by the Purchaser under a Call-off Contract. <b>NOT APPLICABLE</b>

<b>ITB 17.2 (a)</b>	<b>Manufacturer’s authorization</b> is required. <b>NOT APPLICABLE IN THE PRIMARY PROCUREMENT PROCESS</b>
<b>ITB 18.1</b>	The Bid shall be valid until: [ <i>insert day, month and year,</i> ]. <b>APPLICABLE IN THE SECONDARY PROCUREMENT PROCESS</b>
<b>ITB 18.3(a)</b>	Where the Bid validity period is extended, the Bid price shall be adjusted (to determine the FA Base price) by the following factor(s): <p>[(1) <i>The local currency portion of the FA Base Price shall be adjusted by a factor reflecting local inflation during the period of extension, and</i></p> <p>(2) <i>the foreign currency portion of the FA Base Price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</i>]</p> <b>APPLICABLE IN THE SECONDARY PROCUREMENT PROCESS</b>
<b>ITB 20.3</b>	The written confirmation of <b>authorization to sign</b> on behalf of the Bidder shall consist of a <i>power of attorney</i> .
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	Bidders shall submit a Paper based Open National Bidding (ONB) Document
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the <b>highest</b> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. <b>NOT APPLICABLE IN THE PRIMARY PROCUREMENT PROCESS</b>
<b>ITB 32.1</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices expressed in various currencies into a single currency is <i>Mauritian Rupees</i> . <b>NOT APPLICABLE IN THE PRIMARY PROCUREMENT PROCESS</b>
<b>ITB 34.5</b>	The consideration of factors during the evaluation are those as set out below and <b>as more fully described in Section III</b> , Evaluation and Qualification Criteria; <p>(a) The goods that are intended to be procured are pharmaceutical products which are of specific nature and subject to in depth technical evaluation. Each pharmaceutical product has either been assigned with one or two asterisks or with no asterisks.</p>

	<p>(b) Increasing number of asterisks implies the increasing level of criticality</p> <p>(c) Products with different level of criticality have been provided with different sets of evaluation criteria as specified at Section III</p>
<b>F. Concluding a Framework Agreement</b>	
<b>ITB 45</b>	<p><b>Signing the Framework Agreement</b></p> <p>The Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same. <b>NOT APPLICABLE IN THE PRIMARY PROCUREMENT PROCESS</b></p>
<b>ITB 47</b>	<p>The address to file challenge in respect of this procurement is:</p> <p><b>The Senior Chief Executive, Ministry of Health and Wellness 5<sup>th</sup> Floor, Emmanuel Anquetil Building SSR Street Port Louis Republic of Mauritius Tel No: +230 201 2971 / +230 201 3513 Fax No: +230 201 1011 / +230 211 6850</b></p> <p>The address to file application for review is:</p> <p><b>The Chairperson, Independent Review Panel, 5<sup>th</sup> Floor Belmont House Intendance Street Port Louis Republic of Mauritius Email Address: irp @govmu.org Tel Number: +230 2602228</b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the Public Body's Bidding Documents; and</li> <li>2. the Public Body's decision to conclude a Framework Agreement(s).</li> </ol>





## **Section III - Evaluation and Qualification Criteria**

This Section contains the criteria that the Public Body shall use to conclude a Framework Agreement(s). The criteria and methodology described is to evaluate eligibility and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this IFB document for the Primary Procurement process.

### **Contents**

1. Evaluation of Bids (ITB 34) .....	44
2. Criteria to conclude a Framework Agreement(s) (ITB 40).....	46
3. Post Qualification Criteria (ITB 36.1).....	47

## **1. Evaluation for Eligibility (For the Primary Procurement Process) (ITB 34)**

### **Evaluation Criteria (ITB 34.2)**

The Public Body's evaluation shall take into account one or more of the following factors as specified in **ITB 34.2(f)** and in BDS referring to **ITB 34.5**, using the following criteria and methodologies.

**The Eligibility criteria mentioned below refer to the list of items at ANNEX A.**

**Please note that the above figures are indicative and may deviate between -25% to +25% depending on stock availability and/or any outstanding orders.**

#### **(i) Eligibility criteria for products with two asterisks\*\***

1. The Pharmaceutical Products offered should be registered:
  - (a) with the Pharmacy Board of Mauritius (PBM); **OR**
  - (b) In GCC Countries; **OR**
  - (c) In PIC Countries.
2. Product registered in Non PIC countries may also be considered provided that;
  - (a) The manufacturer is listed with CDSCO; **OR**
  - (b) From manufacturers whose manufacturing sites are present WHOPIR, EUDRA (MHRA) and USFDA database.

**Failure to submit above documents along with bids may entail rejection of the bids.**

#### **(ii) Eligibility criteria for items marked with one asterisk\***

**For items marked with one asterisk (\*), the manufacturer should submit document to certify that the product has been manufactured and registered at the Regulatory Agency of the country of origin.**

**Failure to submit above documents along with bids may entail rejection of the bids.**

#### **(iii) Eligibility criteria for items marked with no asterisk**

**Supplier of the products should have a marketing authorization in the country of origin.**

**Failure to submit above documents along with bids may entail rejection of the bids.**

**NOTE:****PIC:** Pharmaceutical Inspection Convention**GCC:** Gulf Cooperation Council**EUDRA:** European Union Drug Regulatory Authority**WHOPIR:** World Health Organisation Public Inspection Report**USFDA:** United States Food And Drug Administration

**In addition to the documents stated in ITB 6.2 and 6.3 (a) and (b), the following documents should be included with the Bids for items marked with one (1), two (2) and three (3) Asterisks:**

- (a) **Valid WHO-GMP certificate (original or certified true copy)**
- (b) **Valid individual Certificate of Pharmaceutical Products (COPP)** for each product (original or certified true copy)
- (c) **A free Sale Certificate.**
- (d) A testing protocol for non-compendial generics (in - house formulation)
- (e) A Recent bioequivalence test for Low Therapeutic index/critical dose products.

**Condition attached**

- (a) to (e) are applicable to generics from NON PIC countries;  
(a) to (e) are not applicable to innovators and product registered at Pharmacy Board;  
(a) to (d) are not applicable to generics from PIC Countries.

**Note:** For drugs registered with Pharmacy Board of Mauritius, evidence of registration should be submitted.

**Failure to submit above documents along with bids may entail rejection of the bids.**

**(iv) Declaration of Non-debarment:**

Manufacturers or their accredited agents will have to make a written declaration whether:

- **they have been debarred/disqualified from supply by any agency (local and overseas) during the last ten years**
- **any of their pharmaceutical products, manufactured by them (even the one not found on tender) that has been banned by any agency (local or overseas) for the last ten years and**

**in the event of debarment/disqualification, the name of the agency and the period of ineligibility will have to be submitted together with the reasons for debarment/disqualification.**

## **Requirements for Secondary Procurement Process**

### **(i) Concerning Manufacturers of goods:**

For the bidder/supplier to be qualified to perform the contract if its bid is accepted, the following documentary evidence must be included certifying that the manufacturer of the product has been licensed by the drug regulatory authority in the country of origin to manufacture and market the product.

### **(ii) Concerning accredited Pharmacy wholesalers:**

The Ministry of Health and Wellness will deal only with local pharmacy wholesalers duly registered with the Pharmacy Board of Mauritius and with international pharmacy wholesalers duly registered in PIC countries. The latter will have to produce evidence of valid registration near the DRA of the country of practice.

**Overseas Pharmaceutical wholesalers from PIC countries** should submit proof of valid registration with the regulatory authority of the country of origin to carry out wholesale activities for pharmaceuticals.

**Local Pharmaceutical wholesalers** should submit proof of valid registration with the Pharmacy Board of Mauritius to carry out wholesale activities for Pharmaceuticals.

**Wholesalers who are not *accredited agents* for the Pharmaceutical Products proposed in the bid** will have to submit the path of traceability that is, they will have to disclose the number of intermediaries between themselves and the manufacturer. Failure to do so will entail the rejection of the bid.

**Wholesalers who are accredited agents for Pharmaceutical Products proposed in the bid** will have to submit their letter of accreditation and a declaration that they will procure the said products directly from the manufacturer.

## **EVALUATION CRITERIA APPLICABLE FOR THE SECONDARY PROCUREMENT PROCESS**

### **1. Criteria to conclude a Framework Agreement(s), (ITB 40)**

#### **Criteria for a Multi-Supplier Framework Agreement:**

The Public Body will conclude Framework Agreements with the Bidders that meet the qualification criteria and whose Bids have been determined to be substantially responsive as follows;

- (a) All Bidders shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.
- (b) The Public Body will conclude a FA with:
  - (i) All the Bidders ranked in (a) above if no maximum number of suppliers is specified in **BDS ITB 1.2 (I)**

- (ii) the Bidders ranked first up to the maximum number of suppliers (y) specified in the **BDS ITB 1.2 (I)**.
- (c) If the number of Bidders is less than the minimum (x) specified in the **BDS ITB 1.2 (I)**, the Public Body may decide to invite new bids. Alternatively, the Public Body may conclude the FA with all those Bidders where, an insufficient number of Bids are received, or an insufficient number of Bids meet the criteria for conclusion of Framework Agreements.

## 2. Post Qualification Criteria (ITB 36.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with **ITB 34**, the Public Body shall carry out the post-qualification of the Bidder in accordance with **ITB 36**, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) **Financial Capability:** The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member;
- (b) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed at least three (3) contracts within the last three (3) years prior to bid submission deadline, each with a value of at least Rs 5 million that have been successfully and substantially completed and that are similar in nature and complexity to the goods it offers to supply. For a joint venture, this requirement may be met by all members combined.
- (c) **Documentary Evidence:** The Bidder shall furnish documentary evidence to demonstrate that the goods that it offers to supply meet the following usage requirement: *[list the requirement(s), as applicable]*
- (d) **Manufacturing experience and Technical Capacity:** For the goods that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:
  - (i) it has manufactured goods of similar nature and complexity for at least three (3) years, prior to the bid submission deadline; and
  - (ii) its annual production capacity of goods of similar nature and complexity for each of the last three (3) years *prior* to the bid submission deadline, is at least one time the quantities specified under the contract.
- (e) **Manufacturer's authorization:** A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer

(Manufacturer's Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;

- (f) A bidder who does who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser (e.g. authorized dealer/ distributor of the items).

# Section IV - Bid Forms

## Table of Forms

Letter of Bid .....	50
Bidder Information Form .....	53
Bidder's JV Members Information Form.....	55
Price Schedule Forms.....	56
Manufacturer's Authorization .....	86

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# Letter of Bid

## Primary Procurement - Framework Agreement Goods

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

### **Framework Agreement – Health Sector Goods**

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Procurement Ref No.:** MHPQ/PHARM/2023-2024/Q 101 FA

**To: Ministry of Health and Wellness**

- (a) **No reservations:** We have examined and have no reservations to the IFB document, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;
- (c) **Eligible Goods:** If we conclude a Framework Agreement, the Goods that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with Countries mentioned in Section III. The Goods shall be sourced from any eligible country.
- (d) **Bid/Proposal-Securing Declaration:** *[select OPTION 1 or 2 as applicable]*
  - OPTION 1*

“We have neither been suspended nor declared ineligible by the Purchaser(s) based on execution of a Bid-Securing Declaration in the Purchaser’s Country in accordance with **ITB 4.7**” or
  - OPTION 2*

“We have been suspended or declared ineligible by the following entities based on execution of a Bid-Securing Declaration in the Purchaser’s Country in accordance with **ITB 4.7** *[insert name of entities]*”;
- (e) **Conformity:** We offer to supply, in conformity with the IFB document, the Pharmaceutical Item(s) mentioned in ANNEX A



(f) **Suspension and Debarment:** Manufacturers or their accredited agents will have to make a written declaration whether:

- **they have been debarred/disqualified from supply by any agency (local and overseas) during the last ten years**
- **any of their pharmaceutical products, manufactured by them (even the one not found on tender) that has been banned by any agency (local or overseas) for the last ten years and**
- **in the event of debarment/disqualification, the name of the agency and the period of ineligibility will have to be submitted together with the reasons for debarment/disqualification.**

Debarment on issues of quality (regardless of standard) renders the Manufacturers ineligible for supply to the Ministry of Health and Wellness

(g) The Bidder to submit the following additional information:

- (a) copies of its last audited financial statement
- (b) list of major supply contracts conducted for the last year and
- (c) evidence of registration of the bidder with the Drug Regulatory Authority of the Country of Origin.

#### **Concerning accredited Pharmacy Wholesalers:**

The Ministry of Health and Wellness will deal only with local pharmacy wholesalers duly registered with the Pharmacy Board of Mauritius and with international pharmacy wholesalers duly registered in PIC countries. The latter will have to produce evidence of valid registration near the DRA of the country of practice.

**Overseas Pharmaceutical wholesalers from PIC countries** should submit proof of valid registration with the regulatory authority of the country of origin to carry out wholesale activities for pharmaceuticals.

**Local Pharmaceutical wholesalers** should submit proof of valid registration with the Pharmacy Board of Mauritius to carry out wholesale activities for Pharmaceuticals.

**Wholesalers who are not *accredited agents* for the Pharmaceutical Products proposed in the bid** will have to submit the path of traceability that is, they will have to disclose the number of intermediaries between themselves and the manufacturer. Failure to do so will entail the rejection of the bid.

**Wholesalers who are accredited agents for Pharmaceutical Products proposed in the bid** will have to submit their letter of accreditation and a declaration that they will procure the said products directly from the manufacturer.

(h) Bidders should provide details of the accredited representative in Mauritius and define the role and liabilities of their local representative.

Documentary requirements for Bidders are:

- 
- (i) **Not Bound to Purchase:** We understand that there is no obligation on the Public Body/Purchaser(s) to purchase any Goods from any FA Supplier during the Term of the Framework Agreement.
- (j) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Public Body/Purchaser in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Purchaser(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (k) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Bid that you may receive.
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**  
*\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Bidder Information Form

### Primary Procurement - Framework Agreement Goods

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Date:** *[insert date (as day, month and year) of Bid submission]*

**IFB No.:** *[insert number of IFB process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information <b>Name:</b> <i>[insert Authorized Representative's name]</i> <b>Address:</b> <i>[insert Authorized Representative's Address]</i> <b>Telephone/Fax numbers:</b> <i>[insert Authorized Representative's telephone/fax numbers]</i> <b>Email Address:</b> <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with <b>ITB 4.4</b> . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with <b>ITB 4.1</b> . <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with <b>ITB 4.6</b> documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Public Body or</li> </ul>

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Purchaser

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Bidder's JV Members Information Form Primary Procurement - Framework Agreement Goods

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid submission]*

IFB No.: *[insert number of IFB process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information <b>Name:</b> <i>[insert name of JV's Member authorized representative]</i> <b>Address:</b> <i>[insert address of JV's Member authorized representative]</i> <b>Telephone/Fax numbers:</b> <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> <b>Email Address:</b> <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with <b>ITB 4.4</b> . <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Public Body or Purchaser, in accordance with <b>ITB 4.6</b> .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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## Price Schedule Forms

### NOTE:

**AS FROM THIS SECTION ONWARD ALL DOCUMENTS ARE RELATED TO THE SECONDARY PROCUREMENT PROCESS AND ARE MEANT FOR INFORMATION ONLY.**

**NOT APPLICABLE IN THE PRIMARY PROCUREMENT PROCESS**

**Price Schedules**  
***[Option 1: Quantities based on call-off indicative quantities]***  
**Price Schedule: Goods manufactured outside Mauritius, to be imported**

Date: _____						
IFB No: _____						
Page N° _____ of _____						
1	2	3	4	5		6
Line Item No.	Description of Goods	Country of Origin (for already imported Goods)	Indicative Delivery Period as defined by Incoterms	Indicative Quantity and physical unit per individual Call-off*		Unit price CIP [insert name place of destination], in accordance with ITB 14.7 (b)
				Minimum	Maximum	
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert name of Goods]</i>	<i>[insert Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert price per unit]</i>
FA A1*	ACETYL SALICYLIC ACID 75-100 MG ENTERIC COATED TABS					
FA A2**	ALLOPURINOL 300 MG TAB					
FA A3**	AMLODIPINE 10 MG SCORED TAB					
FA A4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)					

FA A 5**	ATENOLOL 100 MG TAB (SCORED)					
FA A 6**	ATORVASTATIN 20MG TAB (SCORED)					
FA A 7**	ATORVASTATIN 40 MG TAB (SCORED)					
FA A 8*	BETAMETHASON E VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE					
FA A 9*	BISACODYL 5MG TABS					
FA A 10*	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)					
FA A 11	CALCIUM CARBONATE 500 MG TAB					
FA A 12*	CALCIUM GLUCONATE 600 MG TAB					



FA A 13**	CARVEDILOL 6.25 MG TAB (SCORED)					
FA A 14	CHLORHEXIDINE GLUCONATE 0.2% X 100- 200 ML					
FA A 15*	CLOBETASOL PROPIONATE OINTMENT/CREA M 0.05% X 15-30 G TUBE					
FA A 16**	CLOPIDOGREL 75 MG TAB					
FA A 17*	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED					
FA A 18**	DILTIAZEM HCL 60 MG TAB					
FA A 19**	ENALAPRIL MALEATE 10 MG TAB					
FA A 20**	ENALAPRIL MALEATE 5 MG TAB					
FA A 21*	FOLIC ACID 5 MG TAB					
FA A 22**	FRUSEMIDE 40 MG TAB					

FA A 23**	FUSIDIC ACID CREAM 2% X 15 G TUBE					
FA A 24**	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE					
FA A 25**	GLICLAZIDE 80 MG TAB (SCORED)					
FA A 26**	GLYCERYL TRINITRATE S.R 2.6 MG TAB					
FA A 27**	GLYCERYL TRINITRATE SUBLINGUAL 500 MCG					
FA A 28**	HYDROCHLOROT HIAZIDE 25 MG TAB					
FA A 29*	HYDROCORTISO NE ACETATE SKIN CREAM 1% X 15 G TUBE					
FA A 30*	HYDROCORTISO NE ACETATE SKIN OINTMENT 1% X 15 G TUBE					
FA A 31*	IBUPROFEN 200 MG TAB FILM COATED					

FA A 32*	IBUPROFEN 400 MG TAB FILM COATED					
FA A 33**	ISOSORBIDE MONONITRATE S.R 40 MG TAB					
FA A 34**	LOSARTAN POTASSIUM 25 MG SCORED TAB					
FA A 35**	LOSARTAN POTASSIUM 50 MG SCORED TAB					
FA A 36*	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS					
FA A 37**	METFORMIN 1000 MG TAB S. R					
FA A 38**	METFORMIN HCL 500 MG TAB					
FA A 39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G					

FA A 40**	METHYLDOPA 250 MG TAB					
FA A 41**	METOPROLOL TARTRATE 100 MG TAB					
FA A 42**	METOPROLOL TARTRATE 25 MG TAB					
FA A 43**	METOPROLOL TARTRATE 50 MG TAB					
FA A 44*	MIXTURE EXPECTORANT ADULT X 100 ML					
FA A 45	MULTI VITAMINS TAB					
FA A 46**	OMEPRAZOLE 20MG CAP					
FA A 47*	ORAL REHYDRATION SALT (SACHETS)					
FA A 48*	PARACETAMOL 500 MG TAB					
FA A 49**	PREDNISOLONE 5 MG TAB					
FA A 50*	SLOW RELEASE POTASSIUM CHLORIDE 600 MG TAB					
FA A 51*	STERILE PARAFFIN GAUGE					

	DRESSING, IMPREGNATED WITH ANTIBIOTICS					
FA A 52**	VERAPAMIL HCL 40 MG TAB					
FA A 53	VITAMIN A & D (COD LIVER OIL) CAP					
FA A 54	VITAMIN B- COMPOUND TAB					
		Name of Bidder <i>[insert complete name of Bidder]</i> Signature <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i>				

**\* Note to Bidder:** If multiple ranges of Call-off quantities are provided for an item, unit prices for each range shall be inserted.

**Note to the Public Body:**

- Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Public Body.
- If the items comprise of sub-items, insert the corresponding sub-item information.

**[Option 1: Quantities based on call-off indicative quantities]**

**Price Schedule: Goods to be supplied from within Mauritius**

Date: _____						
IFB No: _____						
Page N° _____ of _____						
1	2	3	4	5		6
Line Item No.	Description of Goods	Country of Origin (for already imported Goods)	Indicative Delivery Period as defined by Incoterms	Indicative Quantity and physical unit per individual Call-off*		Unit price EXW (plus prices to deliver to place of destination, if required), in accordance with ITB 14.7 a (i) or (ii)
				Minimum	Maximum	
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>		<i>[insert Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert price per unit]</i>
FA A1*	ACETYL SALICYLIC ACID 75-100 MG ENTERIC COATED TABS					
FA A2**	ALLOPURINOL 300 MG TAB					
FA A3**	AMLODIPINE 10 MG SCORED TAB					
FA A4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)					
FA A5**	ATENOLOL 100 MG TAB (SCORED)					

FA A 6**	ATORVASTATIN 20MG TAB (SCORED)					
FA A 7**	ATORVASTATIN 40 MG TAB (SCORED)					
FA A 8*	BETAMETHASON E VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE					
FA A 9*	BISACODYL 5MG TABS					
FA A 10*	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)					
FA A 11	CALCIUM CARBONATE 500 MG TAB					
FA A 12*	CALCIUM GLUCONATE 600 MG TAB					
FA A 13**	CARVEDILOL 6.25 MG TAB (SCORED)					

FA A 14	CHLORHEXIDINE GLUCONATE 0.2% X 100- 200 ML					
FA A 15*	CLOBETASOL PROPIONATE OINTMENT/CREA M 0.05% X 15-30 G TUBE					
FA A 16**	CLOPIDOGREL 75 MG TAB					
FA A 17*	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED					
FA A 18**	DILTIAZEM HCL 60 MG TAB					
FA A 19**	ENALAPRIL MALEATE 10 MG TAB					
FA A 20**	ENALAPRIL MALEATE 5 MG TAB					
FA A 21*	FOLIC ACID 5 MG TAB					
FA A 22**	FRUSEMIDE 40 MG TAB					
FA A 23**	FUSIDIC ACID CREAM 2% X 15 G TUBE					



FA A 24**	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE					
FA A 25**	GLICLAZIDE 80 MG TAB (SCORED)					
FA A 26**	GLYCERYL TRINITRATE S.R 2.6 MG TAB					
FA A 27**	GLYCERYL TRINITRATE SUBLINGUAL 500 MCG					
FA A 28**	HYDROCHLOROT HIAZIDE 25 MG TAB					
FA A 29*	HYDROCORTISO NE ACETATE SKIN CREAM 1% X 15 G TUBE					
FA A 30*	HYDROCORTISO NE ACETATE SKIN OINTMENT 1% X 15 G TUBE					
FA A 31*	IBUPROFEN 200 MG TAB FILM COATED					
FA A 32*	IBUPROFEN 400 MG TAB FILM COATED					

FA A 33**	ISOSORBIDE MONONITRATE S.R 40 MG TAB					
FA A 34**	LOSARTAN POTASSIUM 25 MG SCORED TAB					
FA A 35**	LOSARTAN POTASSIUM 50 MG SCORED TAB					
FA A 36*	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS					
FA A 37**	METFORMIN 1000 MG TAB S. R					
FA A 38**	METFORMIN HCL 500 MG TAB					
FA A 39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G					
FA A 40**	METHYLDOPA 250 MG TAB					

FA A 41**	METOPROLOL TARTRATE 100 MG TAB					
FA A 42**	METOPROLOL TARTRATE 25 MG TAB					
FA A 43**	METOPROLOL TARTRATE 50 MG TAB					
FA A 44*	MIXTURE EXPECTORANT ADULT X 100 ML					
FA A 45	MULTI VITAMINS TAB					
FA A 46**	OMEPRAZOLE 20MG CAP					
FA A 47*	ORAL REHYDRATION SALT (SACHETS)					
FA A 48*	PARACETAMOL 500 MG TAB					
FA A 49**	PREDNISOLONE 5 MG TAB					
FA A 50*	SLOW RELEASE POTASSIUM CHLORIDE 600 MG TAB					
FA A 51*	STERILE PARAFFIN GAUGE DRESSING, IMPREGNATED					

	WITH ANTIBIOTICS					
FA A 52**	VERAPAMIL HCL 40 MG TAB					
FA A 53	VITAMIN A & D (COD LIVER OIL) CAP					
FA A 54	VITAMIN B- COMPOUND TAB					
		Name of Bidder <i>[insert complete name of Bidder]</i> Signature <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i>				

**\* Note to Bidder:** If multiple ranges of Call-off quantities are provided for an item, unit prices for each range shall be inserted.

**Note to the Public Body:**

- Information for columns 1, 2, 3 (indicative), and 4 (indicative) to be inserted by the Public Body.
- If the items comprise of sub-items, insert the corresponding sub-item information.

**[Option 2: Quantities based on estimated quantity over FA Period]  
Price Schedule: Goods manufactured outside Mauritius, to be  
imported**

Date: _____					
IFB No: _____					
Page N° _____ of _____					
1	2	3	4	5	6
Line Item N°	Description of Goods	Country of Origin	Indicative Delivery Period as defined by Incoterms	Estimated Quantity over FA period and physical unit	Unit price CIP [insert named place of destination], in accordance with ITB 14.7 (b)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Goods]</i>	<i>[insert Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert price per unit]</i>
FA A1*	ACETYL SALICYLIC ACID 75-100 MG ENTERIC COATED TABS				
FA A 2**	ALLOPURINOL 300 MG TAB				
FA A 3**	AMLODIPINE 10 MG SCORED TAB				
FA A 4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)				
FA A 5**	ATENOLOL 100 MG TAB (SCORED)				
FA A 6**	ATORVASTATIN 20MG TAB (SCORED)				
FA A 7**	ATORVASTATIN 40 MG TAB (SCORED)				
FA A 8*	BETAMETHASONE VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE				

FA A 9*	BISACODYL 5MG TABS				
FA A 10*	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)				
FA A 11	CALCIUM CARBONATE 500 MG TAB				
FA A 12*	CALCIUM GLUCONATE 600 MG TAB				
FA A 13**	CARVEDILOL 6.25 MG TAB (SCORED)				
FA A 14	CHLORHEXIDINE GLUCONATE 0.2% X 100- 200 ML				
FA A 15*	CLOBETASOL PROPIONATE OINTMENT/CREAM 0.05% X 15-30 G TUBE				
FA A 16**	CLOPIDOGREL 75 MG TAB				
FA A 17*	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED				
FA A 18**	DILTIAZEM HCL 60 MG TAB				
FA A 19**	ENALAPRIL MALEATE 10 MG TAB				
FA A 20**	ENALAPRIL MALEATE 5 MG TAB				
FA A 21*	FOLIC ACID 5 MG TAB				
FA A 22**	FRUSEMIDE 40 MG TAB				

FA A 23**	FUSIDIC ACID CREAM 2% X 15 G TUBE				
FA A 24**	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE				
FA A 25**	GLICLAZIDE 80 MG TAB (SCORED)				
FA A 26**	GLYCERYL TRINITRATE S.R 2.6 MG TAB				
FA A 27**	GLYCERYL TRINITRATE SUBLINGUAL 500 MCG				
FA A 28**	HYDROCHLOROTHIAZIDE 25 MG TAB				
FA A 29*	HYDROCORTISONE ACETATE SKIN CREAM 1% X 15 G TUBE				
FA A 30*	HYDROCORTISONE ACETATE SKIN OINTMENT 1% X 15 G TUBE				
FA A 31*	IBUPROFEN 200 MG TAB FILM COATED				
FA A 32*	IBUPROFEN 400 MG TAB FILM COATED				
FA A 33**	ISOSORBIDE MONONITRATE S.R 40 MG TAB				
FA A 34**	LOSARTAN POTASSIUM 25 MG SCORED TAB				
FA A 35**	LOSARTAN POTASSIUM 50 MG SCORED TAB				
FA A 36*	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS				

FA A 37**	METFORMIN 1000 MG TAB S. R				
FA A 38**	METFORMIN HCL 500 MG TAB				
FA A 39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G				
FA A 40**	METHYLDOPA 250 MG TAB				
FA A 41**	METOPROLOL TARTRATE 100 MG TAB				
FA A 42**	METOPROLOL TARTRATE 25 MG TAB				
FA A 43**	METOPROLOL TARTRATE 50 MG TAB				
FA A 44*	MIXTURE EXPECTORANT ADULT X 100 ML				
FA A 45	MULTI VITAMINS TAB				
FA A 46**	OMEPRazole 20MG CAP				
FA A 47*	ORAL REHYDRATION SALT (SACHETS)				
FA A 48*	PARACETAMOL 500 MG TAB				
FA A 49**	PREDNISOLONE 5 MG TAB				
FA A 50*	SLOW RELEASE POTASSIUM CHLORIDE 600 MG TAB				
FA A 51*	STERILE PARAFFIN GAUGE DRESSING, IMPREGNATED WITH ANTIBIOTICS				



FA A 52**	VERAPAMIL HCL 40 MG TAB				
FA A 53	VITAMIN A & D (COD LIVER OIL) CAP				
FA A 54	VITAMIN B-COMPOUND TAB				
	Name of Bidder <i>[insert complete name of Bidder]</i> Signature <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i>				

**Note to the Public Body:**

- Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Public Body.
- If the items comprise of sub-items, insert the corresponding sub-item information.

## ***[Option 2: Quantities based on estimated quantity over FA Period]***

### **FA- Price Schedule: Goods to be supplied from within Mauritius**

Date: _____					
IFB No: _____					
Page N° _____ of _____					
1	2	3	4	5	6
Line Item No.	Description of Goods	Country of Origin (for already imported Goods)	<b>Indicative</b> Delivery Period as defined by Incoterms	<b>Estimated Quantity over FA period</b> and physical unit	<b>Unit price EXW (plus price to deliver to place of destination, if required), in accordance with ITB 14.7 a (i) or (ii)</b>
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>		<i>[insert Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert price per unit]</i>
FA A1*	ACETYL SALICYLIC ACID 75-100 MG ENTERIC COATED TABS				
FA A 2**	ALLOPURINOL 300 MG TAB				
FA A 3**	AMLODIPINE 10 MG SCORED TAB				
FA A 4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)				
FA A 5**	ATENOLOL 100 MG TAB (SCORED)				
FA A 6**	ATORVASTATIN 20MG TAB (SCORED)				
FA A 7**	ATORVASTATIN 40 MG TAB (SCORED)				

FA A 8*	BETAMETHASONE VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE				
FA A 9*	BISACODYL 5MG TABS				
FA A 10*	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)				
FA A 11	CALCIUM CARBONATE 500 MG TAB				
FA A 12*	CALCIUM GLUCONATE 600 MG TAB				
FA A 13**	CARVEDILOL 6.25 MG TAB (SCORED)				
FA A 14	CHLORHEXIDINE GLUCONATE 0.2% X 100- 200 ML				
FA A 15*	CLOBETASOL PROPIONATE OINTMENT/CREAM 0.05% X 15- 30 G TUBE				
FA A 16**	CLOPIDOGREL 75 MG TAB				
FA A 17*	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED				
FA A 18**	DILTIAZEM HCL 60 MG TAB				
FA A 19**	ENALAPRIL MALEATE 10 MG TAB				
FA A 20**	ENALAPRIL MALEATE 5 MG TAB				
FA A 21*	FOLIC ACID 5 MG TAB				

FA A 22**	FRUSEMIDE 40 MG TAB				
FA A 23**	FUSIDIC ACID CREAM 2% X 15 G TUBE				
FA A 24**	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE				
FA A 25**	GLICLAZIDE 80 MG TAB (SCORED)				
FA A 26**	GLYCERYL TRINITRATE S.R 2.6 MG TAB				
FA A 27**	GLYCERYL TRINITRATE SUBLINGUAL 500 MCG				
FA A 28**	HYDROCHLOROTHIAZIDE 25 MG TAB				
FA A 29*	HYDROCORTISONE ACETATE SKIN CREAM 1% X 15 G TUBE				
FA A 30*	HYDROCORTISONE ACETATE SKIN OINTMENT 1% X 15 G TUBE				
FA A 31*	IBUPROFEN 200 MG TAB FILM COATED				
FA A 32*	IBUPROFEN 400 MG TAB FILM COATED				
FA A 33**	ISOSORBIDE MONONITRATE S.R 40 MG TAB				
FA A 34**	LOSARTAN POTASSIUM 25 MG SCORED TAB				
FA A 35**	LOSARTAN POTASSIUM 50 MG SCORED TAB				
FA A 36*	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250				

	MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS				
FA A 37**	METFORMIN 1000 MG TAB S. R				
FA A 38**	METFORMIN HCL 500 MG TAB				
FA A 39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G				
FA A 40**	METHYLDOPA 250 MG TAB				
FA A 41**	METOPROLOL TARTRATE 100 MG TAB				
FA A 42**	METOPROLOL TARTRATE 25 MG TAB				
FA A 43**	METOPROLOL TARTRATE 50 MG TAB				
FA A 44*	MIXTURE EXPECTORANT ADULT X 100 ML				
FA A 45	MULTI VITAMINS TAB				
FA A 46**	OMEPRAZOLE 20MG CAP				
FA A 47*	ORAL REHYDRATION SALT (SACHETS)				
FA A 48*	PARACETAMOL 500 MG TAB				
FA A 49**	PREDNISOLONE 5 MG TAB				
FA A 50*	SLOW RELEASE POTASSIUM CHLORIDE 600 MG TAB				

FA A 51*	STERILE PARAFFIN GAUGE DRESSING, IMPREGNATED WITH ANTIBIOTICS				
FA A 52**	VERAPAMIL HCL 40 MG TAB				
FA A 53	VITAMIN A & D (COD LIVER OIL) CAP				
FA A 54	VITAMIN B-COMPOUND TAB				
		Name of Bidder <i>[insert complete name of Bidder]</i> Signature <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i>			

**Note to the Public Body:**

- Information for columns 1, 2, 3 (indicative), and 4 (indicative) to be inserted by the Public Body.
- If the items comprise of sub-items, insert the corresponding sub-item information.

## Price Schedule Summary

1	2	4	5	6	7
					Date: _____ IFB No: _____ Page N° _____ of _____
Item No	Description of Goods	Unit price DDP ( <i>plus prices to deliver to place of destination, if required</i> )	Unit price DDP ( <i>named place of destination</i> )	Unit Price of Goods	Total Unit Price ((4+6) or (5+6), as applicable)
<i>[insert Item No.]</i>	<i>[insert name of Goods]</i>	<i>[insert unit price]</i>		<i>[insert unit price]</i>	<i>[insert total unit price]</i>
FA A1*	ACETYL SALICYLIC ACID 75-100 MG ENTERIC COATED TABS				
FA A 2**	ALLOPURINOL 300 MG TAB				
FA A 3**	AMLODIPINE 10 MG SCORED TAB				
FA A 4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)				
FA A 5**	ATENOLOL 100 MG TAB (SCORED)				
FA A 6**	ATORVASTATIN 20MG TAB (SCORED)				
FA A 7**	ATORVASTATIN 40 MG TAB (SCORED)				
FA A 8*	BETAMETHASONE VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE				

FA A 9*	BISACODYL 5MG TABS				
FA A 10*	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)				
FA A 11	CALCIUM CARBONATE 500 MG TAB				
FA A 12*	CALCIUM GLUCONATE 600 MG TAB				
FA A 13**	CARVEDILOL 6.25 MG TAB (SCORED)				
FA A 14	CHLORHEXIDINE GLUCONATE 0.2% X 100 - 200 ML				
FA A 15*	CLOBETASOL PROPIONATE OINTMENT/CREAM 0.05% X 15 - 30 G TUBE				
FA A 16**	CLOPIDOGREL 75 MG TAB				
FA A 17*	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED				
FA A 18**	DILTIAZEM HCL 60 MG TAB				
FA A 19**	ENALAPRIL MALEATE 10 MG TAB				
FA A 20**	ENALAPRIL MALEATE 5 MG TAB				



FA A 21*	FOLIC ACID 5 MG TAB				
FA A 22**	FRUSEMIDE 40 MG TAB				
FA A 23**	FUSIDIC ACID CREAM 2% X 15 G TUBE				
FA A 24**	FUSIDIC ACID OINTMENT 2% X 15 G TUBE				
FA A 25**	GLICLAZIDE 80 MG TAB (SCORED)				
FA A 26**	GLYCERYL TRINITRATE S.R 2.6 MG TAB				
FA A 27**	GLYCERYL TRINITRATE SUBLINGUAL 500 MCG				
FA A 28**	HYDROCHLOROTHIAZIDE 25 MG TAB				
FA A 29*	HYDROCORTISONE ACETATE SKIN CREAM 1% X 15 G TUBE				
FA A 30*	HYDROCORTISONE ACETATE SKIN OINTMENT 1% X 15 G TUBE				
FA A 31*	IBUPROFEN 200 MG TAB FILM COATED				
FA A 32*	IBUPROFEN 400 MG TAB FILM COATED				
FA A 33**	ISOSORBIDE MONONITRATE S.R 40 MG TAB				
FA A 34**	LOSARTAN POTASSIUM 25 MG SCORED TAB				
FA A 35**	LOSARTAN POTASSIUM 50 MG SCORED TAB				

FA A 36*	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS				
FA A 37**	METFORMIN 1000 MG TAB SR				
FA A 38**	METFORMIN HCL 500 MG TAB				
FA A 39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G				
FA A 40**	METHYLDOPA 250 MG TAB				
FA A 41**	METOPROLOL TARTRATE 100 MG TAB				
FA A 42**	METOPROLOL TARTRATE 25 MG TAB				
FA A 43**	METOPROLOL TARTRATE 50 MG TAB				
FA A 44*	MIXTURE EXPECTORANT ADULT X 100 ML				
FA A 45	MULTI VITAMINS TAB				
FA A 46**	OMEPRAZOLE 20 MG CAP				
FA A 47*	ORAL REHYDRATION SALT (SACHETS)				

FA A 48*	PARACETAMOL 500 MG TAB				
FA A 49**	PREDNISOLONE 5 MG TAB				
FA A 50*	SLOW RELEASE POTASSIUM CHLORIDE 600 MG TAB				
FA A 51*	STERILE PARAFFIN GAUGE DRESSING, IMPREGNATED WITH ANTIBIOTICS				
FA A 52**	VERAPAMIL HCL 40 MG TAB				
FA A 53	VITAMIN A & D (COD LIVER OIL) CAP				
FA A 54	VITAMIN B-COMPOUND TAB				
		Name of Bidder <i>[insert complete name of Bidder]</i> Signature <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i>			

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid submission]*

IFB No.: *[insert number of IFB process]*

To: *[insert complete name of Public Body]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently sign a Framework Agreement permitting them to enter into Call-off Contracts for the supply of the Goods.

We hereby extend our full guarantee and warranty in accordance with FAP 11 of the Framework Agreement, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with FAP 4 of the Framework Agreement.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **PART 2 – Supply Requirements**



# **Section V - Schedule of Requirements**

## **Contents**

Estimated Schedule of Requirements - Supply of Goods ..... 91

## **Notes for Preparing the Estimate Schedule of Requirements**

*The Estimate Schedule of Requirements shall be included in the IFB document by the Public Body, and shall cover, at a minimum, a description of the Goods, indicative total Quantities required over the term of the FA [or as applicable, indicative range of individual call-off quantities] that may be supplied under a Framework Agreement/s, Delivery Periods named place/s of destination and estimated requirements, if any.*



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## **Estimated Schedule of Requirements- Supply of Goods**

Line Item N°	Description of Goods	Physical unit	Indicative Quantity per Specified Period [e.g. Year/Quarter etc.] <i>[if applicable]</i>			Indicative total Quantity required over the term of the FA <i>[ or indicative range of individual call-off quantities, if applicable]</i>	Delivery Period* as per Incoterms	Named Place/s of Destination
			Period 1	Period 2	Period 3			
1	ACETYLSALICYLIC ACID 75-100 MG ENTERIC COATED TABS							
2	ALLOPURINOL 300 MG TAB							
3	AMLODIPINE 10 MG SCORED TAB							
4	ASCORBIC ACID 500 MG CHEWABLE TAB							

	(FLAVOUR ED)							
5	ATENOLOL 100 MG TAB (SCORED)							
6	ATORVAST ATIN 20MG TAB (SCORED)							
7	ATORVAST ATIN 40 MG TAB (SCORED)							
8	BETAMETH ASONE VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE							
9	BISACODY L 5MG TABS							
10	CALCIUM CARBONA TE 1.25 G (EQUIVALE NT TO ELEMENTA							

	L CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABL E TABS (FOR LUPUS)							
11	CALCIUM CARBONA TE 500 MG TAB							
12	CALCIUM GLUCONA TE 600 MG TAB							
13	CARVEDIL OL 6.25 MG TAB (SCORED)							
14	CHLORHE XIDINE GLUCONA TE 0.2% X 100- 200 ML							
15	CLOBETAS OL PROPIONA TE OINTMENT/							

	CREAM 0.05% X 15- 30 G TUBE							
16	CLOPIDOG REL 75 MG TAB							
17	DICLOFEN AC SODIUM 50 MG TAB ENTERIC COATED							
18	DILTIAZEM HCL 60 MG TAB							
19	ENALAPRIL MALEATE 10 MG TAB							
20	ENALAPRIL MALEATE 5 MG TAB							
21	FOLIC ACID 5 MG TAB							
22	FRUSEMID E 40 MG TAB							
23	FUSIDIC ACID CREAM 2%							

	X 15 G TUBE							
24	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE							
25	GLICLAZID E 80 MG TAB (SCORED)							
26	GLYCERYL TRINITRAT E S.R 2.6 MG TAB							
27	GLYCERYL TRINITRAT E SUBLINGU AL 500 MCG							
28	HYDROCH LOROTHIA ZIDE 25 MG TAB							
29	HYDROCO RTISONE ACETATE SKIN CREAM 1%							

	X 15 G TUBE							
30	HYDROCO RTISONE ACETATE SKIN OINTMENT 1% X 15 G TUBE							
31	IBUPROFE N 200 MG TAB FILM COATED							
32	IBUPROFE N 400 MG TAB FILM COATED							
33	ISOSORBI DE MONONITR ATE S.R 40 MG TAB							
34	LOSARTAN POTASSIU M 25 MG SCORED TAB							
35	LOSARTAN POTASSIU M 50 MG							

	SCORED TAB							
36	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS							
37	METFORMIN 1000 MG TABLETS							
38	METFORMIN HCL 500 MG TAB							
39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G							



40	METHYLD OPA 250 MG TAB							
41	METOPRO LOL TARTRATE 100 MG TAB							
42	METOPRO LOL TARTRATE 25 MG TAB							
43	METOPRO LOL TARTRATE 50 MG TAB							
44	MIXTURE EXPECTOR ANT ADULT X 100 ML							
45	MULTI VITAMINS TAB							
46	OMEPRAZ OLE 20MG CAP							
47	ORAL REHYDRAT							

	ION SALT (SACHETS)							
48	PARACETA MOL 500 MG TAB							
49	PREDNISO LONE 5 MG TAB							
50	SLOW RELEASE POTASSIU M CHLORIDE 600 MG TAB							
51	STERILE PARAFFIN GAUGE DRESSING, IMPREGNA TED WITH ANTIBIOTI CS							
52	VERAPAMI L HCL 40 MG TAB							
53	VITAMIN A & D (COD LIVER OIL) CAP							

54	VITAMIN B- COMPOUN D TAB							
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\* "Delivery Period" is the specified period from the date of formation of a Call-off contract for delivery of the Goods as per the applicable Incoterms.

## Estimated Schedule of Requirements

1	2.	4	5
Item No.	Item Description	Description of Services in accordance with the Estimated List of Goods and Delivery Schedule (excludes inland transportation required in the Public Body's Country to convey the Goods to their final destination)	Place/s where Services will be performed <i>(if known)</i>
<i>[insert item number]</i>	<i>Insert name of Good</i>	<i>[insert name of Service]</i>	
1	ACETYL SALICYLIC ACID 75-100 MG ENTERIC COATED TABS		
2	ALLOPURINOL 300 MG TAB		
3	AMLODIPINE 10 MG SCORED TAB		
4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)		
5	ATENOLOL 100 MG TAB (SCORED)		
6	ATORVASTATIN 20MG TAB (SCORED)		

7	ATORVASTATIN 40 MG TAB (SCORED)		
8	BETAMETHASONE VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE		
9	BISACODYL 5MG TABS		
10	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)		
11	CALCIUM CARBONATE 500 MG TAB		
12	CALCIUM GLUCONATE 600 MG TAB		
13	CARVEDILOL 6.25 MG TAB (SCORED)		
14	CHLORHEXIDINE GLUCONATE 0.2% X 100- 200 ML		

15	CLOBETASOL PROPIONATE OINTMENT/CREA M 0.05% X 15-30 G TUBE		
16	CLOPIDOGREL 75 MG TAB		
17	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED		
18	DILTIAZEM HCL 60 MG TAB		
19	ENALAPRIL MALEATE 10 MG TAB		
20	ENALAPRIL MALEATE 5 MG TAB		
21	FOLIC ACID 5 MG TAB		
22	FRUSEMIDE 40 MG TAB		
23	FUSIDIC ACID CREAM 2% X 15 G TUBE		

24	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE		
25	GLICLAZIDE 80 MG TAB (SCORED)		
26	GLYCERYL TRINITRATE S.R 2.6 MG TAB		
27	GLYCERYL TRINITRATE SUBLINGUAL 500 MCG		
28	HYDROCHLOROT HIAZIDE 25 MG TAB		
29	HYDROCORTISON E ACETATE SKIN CREAM 1% X 15 G TUBE		
30	HYDROCORTISON E ACETATE SKIN OINTMENT 1% X 15 G TUBE		
31	IBUPROFEN 200 MG TAB FILM COATED		

32	IBUPROFEN 400 MG TAB FILM COATED		
33	ISOSORBIDE MONONITRATE S.R 40 MG TAB		
34	LOSARTAN POTASSIUM 25 MG SCORED TAB		
35	LOSARTAN POTASSIUM 50 MG SCORED TAB		
36	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS		
37	METFORMIN 1000 MG TAB S. R		
38	METFORMIN HCL 500 MG TAB		



39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G		
40	METHYLDOPA 250 MG TAB		
41	METOPROLOL TARTRATE 100 MG TAB		
42	METOPROLOL TARTRATE 25 MG TAB		
43	METOPROLOL TARTRATE 50 MG TAB		
44	MIXTURE EXPECTORANT ADULT X 100 ML		
45	MULTI VITAMINS TAB		
46	OMEPRAZOLE 20MG CAP		
47	ORAL REHYDRATION SALT (SACHETS)		
48	PARACETAMOL 500 MG TAB		

49	PREDNISOLONE 5 MG TAB		
50	SLOW RELEASE POTASSIUM CHLORIDE 600 MG TAB		
51	STERILE PARAFFIN GAUGE DRESSING, IMPREGNATED WITH ANTIBIOTICS		
52	VERAPAMIL HCL 40 MG TAB		
53	VITAMIN A & D (COD LIVER OIL) CAP		
54	VITAMIN B- COMPOUND TAB		

## Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods required by the Public Body. The Public Body shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Public Body will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Public Body.*
- *The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The use of metric units is recommended.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials, and workmanship specified in the IFB document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Public Body’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
  - (b) *Any sustainable procurement technical requirements shall be clearly specified. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable*

*evaluation of such a requirement on a pass/fail basis. To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.*

- (c) *Detailed tests required (type and number).*
- (d) *Other additional goods required to achieve full delivery/completion.*
- (e) *Detailed activities to be performed by the Supplier, and any relevant activities by the Public Body.*
- (f) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*

*[The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Public Body shall include an additional ad-hoc Bid form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.]*

*[When the Public Body requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Public Body shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.]*

*[If a summary of the Technical Specifications (TS) has to be provided, the Public Body shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

**Summary of Technical Specifications.** *The Goods shall comply with following Technical Specifications and Standards:*

<b>Item No</b>	<b>Name of Goods</b>	<b>Technical Specifications and Standards</b>
1	ACETYL SALICYLIC ACID 75-100 MG ENTERIC COATED TABS	
2	ALLOPURINOL 300 MG TAB	
3	AMLODIPINE 10 MG SCORED TAB	

4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)	
5	ATENOLOL 100 MG TAB (SCORED)	
6	ATORVASTATIN 20MG TAB (SCORED)	
7	ATORVASTATIN 40 MG TAB (SCORED)	
8	BETAMETHASONE VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE	
9	BISACODYL 5MG TABS	
10	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)	
11	CALCIUM CARBONATE 500 MG TAB	
12	CALCIUM GLUCONATE 600 MG TAB	
13	CARVEDILOL 6.25 MG TAB (SCORED)	
14	CHLORHEXIDINE GLUCONATE 0.2% X 100- 200 ML	

15	CLOBETASOL PROPIONATE OINTMENT/CREAM 0.05% X 15-30 G TUBE	
16	CLOPIDOGREL 75 MG TAB	
17	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED	
18	DILTIAZEM HCL 60 MG TAB	
19	ENALAPRIL MALEATE 10 MG TAB	
20	ENALAPRIL MALEATE 5 MG TAB	
21	FOLIC ACID 5 MG TAB	
22	FRUSEMIDE 40 MG TAB	
23	FUSIDIC ACID CREAM 2% X 15 G TUBE	
24	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE	
25	GLICLAZIDE 80 MG TAB (SCORED)	
26	GLYCERYL TRINITRATE S.R 2.6 MG TAB	
27	GLYCERYL TRINITRATE	

	SUBLINGUAL 500 MCG	
28	HYDROCHLOROTHIAZIDE 25 MG TAB	
29	HYDROCORTISONE ACETATE SKIN CREAM 1% X 15 G TUBE	
30	HYDROCORTISONE ACETATE SKIN OINTMENT 1% X 15 G TUBE	
31	IBUPROFEN 200 MG TAB FILM COATED	
32	IBUPROFEN 400 MG TAB FILM COATED	
33	ISOSORBIDE MONONITRATE S.R 40 MG TAB	
34	LOSARTAN POTASSIUM 25 MG SCORED TAB	
35	LOSARTAN POTASSIUM 50 MG SCORED TAB	
36	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS	
37	METFORMIN 1000 MG TAB S. R	

38	METFORMIN HCL 500 MG TAB	
39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G	
40	METHYLDOPA 250 MG TAB	
41	METOPROLOL TARTRATE 100 MG TAB	
42	METOPROLOL TARTRATE 25 MG TAB	
43	METOPROLOL TARTRATE 50 MG TAB	
44	MIXTURE EXPECTORANT ADULT X 100 ML	
45	MULTI VITAMINS TAB	
46	OMEPRAZOLE 20MG CAP	
47	ORAL REHYDRATION SALT (SACHETS)	
48	PARACETAMOL 500 MG TAB	
49	PREDNISOLONE 5 MG TAB	
50	SLOW RELEASE POTASSIUM	



	CHLORIDE 600 MG TAB	
51	STERILE PARAFFIN GAUGE DRESSING, IMPREGNATED WITH ANTIBIOTICS	
52	VERAPAMIL HCL 40 MG TAB	
53	VITAMIN A & D (COD LIVER OIL) CAP	
54	VITAMIN B- COMPOUND TAB	

**Detailed Technical Specifications and Standards** *[insert whenever necessary].*

*[Insert detailed description of TS]*

## **PART 3 – Public Body Forms**

# Public Body Forms

## Contents

Notification of Intention to Conclude a Framework Agreement(s) .....	118
Notification to Conclude a Framework Agreement.....	123

## Notification of Intention to Conclude a Framework Agreement(s)

*[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder’s Authorized Representative

**Name:** *[insert Authorized Representative’s name]*

**Address:** *[insert Authorized Representative’s Address]*

**Telephone/Fax numbers:** *[insert Authorized Representative’s telephone/fax numbers]*

**Email Address:** *[insert Authorized Representative’s email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

**Public Body:** *[insert the name of the Public Body]*

**Project:** *[insert name of project]*

**Framework Agreement title:** *[insert the name of the FA]*

**Country:** *[insert country where IFB is issued]*

**IFB No:** *[insert IFB reference number from Procurement Plan]*

**Date of transmission:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

**The successful Bidder(s) are the following:**

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

**All Bidders** [INSTRUCTIONS: insert names of all Bidders that submitted Bids. If the Bid price/s or pricing mechanism/s was evaluated include the evaluated as well as the read out price.]

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

**Reason/s why your Bid was unsuccessful**

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

## How to make a complaint?

**Deadline:** Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, *[insert date]* (local time).

Provide the Framework Agreement name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Public Body]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III).

## Standstill Period

**Deadline:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled ‘How to request a debriefing’.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Public Body:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:**

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**Email:**

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# Notification to Conclude a Framework Agreement

*[Use letterhead paper of the Public Body]*

*[Date]*

To: *[name and address of successful Bidder]*

**Notification to Conclude a Framework Agreement  
Framework Agreement No. *[insert FA reference number]***

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the supply of *[insert short title for Goods]* is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same.

**Authorized Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title/position:** \_\_\_\_\_  
**Name of Agency:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

Attachment: Framework Agreement

## PART 4 – Framework Agreement

### Framework Agreement

*[This form is to be completed by the Public Body in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]*

**Note:** *the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the Primary Procurement process. In the Primary Procurement process the Public Body is responsible for establishing the FA(s). However, the parties to the FA will be the “Purchaser(s)” (being Public Body’s agencies that are entitled to purchase under the FA) and, where appropriate, a “Lead Purchaser” or a “Responsible Agency” acting on behalf of a Purchaser(s) and responsible for managing and administering the FA.]*

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the supply of [*insert brief description of Goods*]

on the [*insert: **number***] day of [*insert: **month***], [*insert: **year***]

between

[*Select one of the three OPTIONS below*]

[*OPTION 1: for Single User Framework Agreement*]

**the Purchaser** [*insert complete name of the Purchaser/s, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country of Purchaser/s}”, or “a corporation incorporated under the laws of {insert name of Country of Purchaser/s}”*] (the Purchaser) and

**the Supplier** [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert country of Supplier*] and having its principal place of business at [*insert Supplier’s address*] (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

#### **Framework Agreement Provisions**

- Schedule 1:** Schedule of Requirements
- Schedule 2:** Price Schedules
- Schedule 3:** Security Forms
- Schedule 4:** Secondary Procurement
- Schedule 5:** List of participating Purchasers [*use for Multi-User FAs, otherwise delete*]

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

*[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Framework Agreement such as using DocuSign is recommended.]*

*[Select one of the three options below]*

*[ for Single User Framework Agreement]*

“For and on behalf of the Purchaser:”

Signed: [*insert signature*]

Full name: [*name of person signing*]

Agency: [*insert the name of agency*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification of official witness*]

For and on behalf of the Supplier:

Signed: [*insert signature of authorized representative(s) of the Supplier*]

Full name: [*name of person signing*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification official of witness*]

## Framework Agreement Provisions (FAP)

*[This section is to be completed by the Public Body as per the instructions provided in italicized text. The italicized text should be deleted from the final document.]*

Framework Agreement Provision (FAP)	Description
1. Definitions	<p>1.1. The following words and expressions shall have the meanings hereby assigned to them</p> <ul style="list-style-type: none"> <li>(a) <b>“Base Price”</b> is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with <b>FA Provision FAP 8</b>.</li> <li>(b) <b>“Business Day”</b> is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.</li> <li>(c) <b>“Call-off Contract”</b> is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods.</li> <li>(d) <b>“Closed Framework Agreement”</b> is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.</li> <li>(e) <b>“Commencement Date”</b> is the date this Framework Agreement is signed by both parties, being the commencement of the Term.</li> <li>(f) <b>“Contract Price”</b> is the price payable to the Supplier as specified in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li> <li>(g) <b>“Day”</b> means calendar day.</li> <li>(h) <b>“Goods”</b> means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the <b>FA Provisions</b>, that the Supplier is required to supply to the Purchaser under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods.</li> <li>(i) <b>“In Writing”</b> means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement</li> </ul>

	<p>system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).</p> <p>(j) <b>“Incoterms”</b> means the international commercial terms for goods published by the International Chamber of Commerce (ICC).</p> <p>(k) <b>“Lead Purchaser”</b>, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the <b>FAP 2.2</b>. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.</p> <p>(l) <b>“Multi-User Framework Agreement”</b> means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the <b>FAP 2.2</b>;</p> <p>(m) <b>“Purchaser”</b> is the Public Body’s agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.</p> <p>(n) <b>“Purchaser’s Country”</b> is the country specified in the <b>FAP 2.3</b>.</p> <p>(o) <b>“Responsible Agency”</b>, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.</p> <p>(p) <b>“Secondary Procurement”</b> is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.</p>
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	<p>(q) <b>“Single-User Framework Agreement”</b> means a Framework Agreement where there is only one Purchaser, as specified in the <b>FAP 2.2</b>.</p> <p>(r) <b>“Supplier”</b> means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, under a Call-off Contract.</p> <p>(s) <b>“Term”</b> means the duration of this Framework Agreement as described in the <b>FAP2.4</b> starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the <b>FA 2.5</b>.</p>
<p><b>2. Framework Agreement Specific Information</b></p>	<p>2.1. This Framework Agreement relates to the purchase and supply, under separate Call-off Contracts, of <i>[insert short title that describes the type of Goods]</i>. The Goods, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods.</p> <p>2.2. “This is a Single-User Framework Agreement.”</p> <p>2.3. The Purchaser’s Country is: <i>[insert the name of the country]</i></p> <p>2.4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of <i>Mauritius</i>.</p> <p>2.5. The Term of this Framework Agreement is <i>[enter number of years]</i> years from the Commencement Date.</p> <p>2.6. The Term may be extended, at the Purchaser’s sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than three (3) months’ notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than five (5) years.</p> <p>2.7. The edition of Incoterms that shall apply is: <i>Incoterms 2020</i></p> <p>2.8. <i>[Price adjustment-FAP 8 if applicable]</i>: Source of the indices, and the source of exchange rate (if applicable) and the base date indices <i>[ to be inserted by the Supplier]</i></p> <p>2.9. Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing using the</p>

quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party in Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day-to-day operation of the Framework Agreement.

**2.10. Purchaser's Representatives**

The name and contact details of the Purchaser's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:

Name:

Title/position:

Address:

Phone:

Mobile:

E-mail:

**2.11. Supplier's Representatives**

The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:

Name:

Title/position:

Address:

Phone:

Mobile:

E-mail:

<p><b>3. Framework Agreement Documents</b></p>	<p>3.1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>3.2. This Framework Agreement comprises the following documents.:</p> <ul style="list-style-type: none"> <li>(a) Framework Agreement, including all Sections and Schedules;</li> <li>(b) Notice of Conclusion of a Framework Agreement; and</li> <li>(c) Offer submission form (from Primary Procurement process).</li> </ul>
<p><b>4. Supplier's Obligations</b></p>	<p>4.1. The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.</p> <p>4.2. The Supplier shall respond to a request from a Purchaser for quotation or direct contracting within the period specified in that request by either (i) submitting a quotation or (ii) accepting award of contract in case of direct selection or (iii) informing the Purchaser that it does not intend to supply the Goods (if any) under the Call-off Contract.</p> <p>4.3. During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of subparagraphs 4.4 (a) to 4.4 (c) below. The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.</p> <p>4.4. The Goods supplied under Call-off Contracts that may be awarded by the Purchaser shall be:</p> <ul style="list-style-type: none"> <li>(a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements;</li> <li>(b) at the Contract Price specified in the Call-off Contract; and</li> </ul>



	<p>(c) in such quantities, at such times and to such locations as specified in the Call-off Contract.</p> <p>4.5. At any point during Term of the Framework Agreement, should technological advances be introduced by the Supplier for the Goods offered for the Framework Agreement, the Supplier shall provide to the Purchaser(s) of the Call-off Contracts the latest versions of the available Goods at the time of Call-off, having equal or better performance or functionality at no additional cost to the Purchaser (s).</p> <p>4.6. The Supplier agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the supply of Goods.</p> <p>4.7. <b>Forced Labor</b>          The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking..          Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.          Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> <p>4.8. <b>Child Labor</b>          The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).          The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.          Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is</p>
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	<p>likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul> <p>4.9. <b>Health and safety obligations</b></p> <p>The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.</p> <p>4.10. The Supplier shall comply with additional obligations as specified in the Call-off Contract.</p>
<p><b>5. Continued Qualifications and Eligibility</b></p>	<p>5.1. The Supplier shall continue to have the nationality of an eligible country. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.</p> <p>5.2. All Goods to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in <b>FAP 5.5</b> below.</p> <p>5.3. To continue to be eligible the Supplier shall not have been debarred or disqualified by the PPO.</p>

	<p>5.4. The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>5.5. At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible.</p> <p><i>[[insert a list of the countries banned by the Security Council of the United Nations to apply the restriction or state "none"].]</i></p>
<p><b>6. Role of Responsible Agency</b></p>	<p>6.1. Where there is a Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the or Responsible Agency.</p> <p>6.2. The Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.</p> <p>6.3. Where no Responsible Agency has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in <b>FAP 2.9</b> above, in relation to communications and notices etc., apply to the Purchaser.</p>
<p><b>7. Contract Price</b></p>	<p>7.1. The Contract Price for each call-off Contract shall be determined by applying: <i>[modify as appropriate]</i></p> <p><b>For Mini-competition:</b></p> <p>the successful competitive quotation subject to any adjustments specified in <b>FAPs 8 and 9</b>; and any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RB.</p>

<p><b>8. Adjustments for changes in Cost</b></p>	<p>8.1. <b>Adjustments to the Base Price (unit prices) stipulated in the Framework Agreement</b></p> <p>“The unit price/s offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The unit price/s shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.”</p>
<p><b>9. Adjustments for Changes in Laws</b></p>	<p>9.1. If after the date of 28 days prior to date of Offer submission for the Framework Agreement, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s Country (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Base Price (unit price/s) stipulated in the Framework Agreement, then such unit price/s shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with <b>FAP 8</b>.</p>
<p><b>10.Subcontractors</b></p>	<p>10.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Call-off Contracts if not already specified in the Framework Agreement. Such notification, in the Framework Agreement or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Call-off Contract.</p>
<p><b>11.Warranty</b></p>	<p>11.1. The Supplier warrants that all the Health Sector Goods proposed for delivery are of the standard required and conform with the quality standards specified throughout this document.</p> <p>11.2. The Supplier further warrants that the Health Sector Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination and that the Health Sector Goods are safe for use as intended.</p> <p>11.3. The Supplier shall comply with any additional warranty obligation specified in the Call-off Contracts.</p>

<p><b>12. Copyright</b></p>	<p>12.1. The copyright in all documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>
<p><b>13. Patent Indemnity</b></p>	<p>13.1. The Supplier shall, subject to the Purchaser’s compliance with 13.2 below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>(a) the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>13.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in 13.1 above, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>13.3. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p>

	<p>13.4. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>13.5. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent by or on behalf of the Purchaser.</p>
<p><b>14.Limitation of Liability</b></p>	<p>14.1. Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) Under each Call-off Contract, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the Call-off Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
<p><b>15.Force Majeure</b></p>	<p>15.1. The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Framework Agreement and/or a Call-off Contract is the result of an event of Force Majeure.</p> <p>15.2. For purposes of this provision, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the</p>

	<p>Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>15.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>15.4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p><b>16. Language</b></p>	<p>16.1. The language of this Framework Agreement, and any Call-off Contract is English. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.</p> <p>16.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<p><b>17. Fraud and Corruption</b></p>	<p>17.1. The Purchaser requires compliance with the ICAC Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the POCA.</p> <p>17.2. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>

<p><b>18. Records, inspections and audit</b></p>	<p>18.1. The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.</p> <p>18.2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Purchaser/or persons appointed by the Purchaser to inspect the site and/or the accounts, records and other documents relating to the Restricted Biddings process and/or execution of the Framework Agreement and/or any Call-off Contract. The Supplier's and its subcontractor's attention is drawn to <b>FAP 17</b> (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility for future exercises undertaken by the Purchaser pursuant to the provisions of the Law .</p>
<p><b>19. Confidential Information</b></p>	<p>19.1. The Purchaser and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.</p> <p>19.2. The obligation of a party under <b>FAP 19. 1</b> above, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>(a) now, or in future, enters the public domain through no fault of that party</li> <li>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party</li> <li>(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>
<p><b>20. Change to the Framework Agreement</b></p>	<p>20.1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this</p>



	Framework Agreement has been signed by both Parties, and before it expires.
<b>21. Assignment</b>	21.1. The Supplier shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Purchaser.
<b>22. Termination of the Framework Agreement</b>	<p>22.1. The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:</p> <ul style="list-style-type: none"> <li>(a) in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, or</li> <li>(b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible, or</li> <li>(c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Purchaser, or</li> <li>(d) the Supplier becomes bankrupt or otherwise insolvent, or</li> <li>(e) the Supplier fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract.</li> </ul> <p>22.2. The Purchaser may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the Supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p> <p>22.3. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated.</p>
<b>23. Dispute resolution in relation to the</b>	23.1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and

<b>Framework Agreement</b>	<p>cooperate with each other with a view to amicably resolving the dispute.</p> <p>23.2. Where parties have exhausted the process described in <b>FAP 23.1</b>, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/. In appointing the adjudicator parties should agree whether or not the adjudicator's decision is to be final and binding.</p> <p>23.3. Further dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts.</p>
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# Appendix to the Framework Agreement

## Fraud and Corruption

*(Text in this Appendix shall not be modified)*

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Public Bodys (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Public Body or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Public Body having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>6</sup> (ii) to be a nominated<sup>7</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>8</sup> all accounts, records and other

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<sup>6</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>7</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Public Body.

<sup>8</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes

documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# Framework Agreement – Schedules

## SCHEDULE 1: Schedule of Requirements

*[insert the agreed schedule of requirements e.g.:]*

### Contents

1. List of Goods *[consistent with the price schedule forms]*
2. Technical Specifications

*Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*

- (a) *standards*
- (b) *any required tests and inspections*
- (c) *any functional guarantees covered by the Warranty.*

*[If a summary of the Technical Specifications (TS) has to be provided, the Public Body shall insert information in the table below.*

- 1.3.1 Summary of Technical Specifications.** *The Goods shall comply with following Technical Specifications and Standards:*

<b>Item No</b>	<b>Name of Goods or Related Service</b>	<b>Technical Specifications and Standards</b>
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

- 1.3.2 Detailed Technical Specifications and Standards** *[insert whenever necessary].*  
*[Insert detailed description of TS]*

## SCHEDULE 2: Price Schedules

*[insert the agreed price schedules]*

## SCHEDULE 3: Security Forms

Security Forms that may be required under Call-off Contracts

1. Performance Security
2. Advance Payment Security



## Performance Security (Bank Guarantee)

*[The bank, as requested by the Supplier, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**Performance Guarantee No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

**Contract No.:** *[insert Purchaser's reference for the specific Contract]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods (hereinafter called "the Contract")]*.

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>2</sup> Insert the date twenty-eight days after the expected completion date specified in the Call-off Contract. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## Advance Payment Security Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* ( ) *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* ( ) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant has used the advance payment for purposes other than toward delivery of Goods.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of the Goods shipped (for Goods supplied from abroad) and/or the value of

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

the Goods delivered at the named place of destination (for Goods supplied from within the Purchaser's country), as evidenced by copy(ies) of [            ].<sup>9</sup>

This Guarantee shall expire upon our receipt of copy(ies) of the above referenced documents, evidencing that at least ninety (90) percent of the Contract Price of the Goods has been delivered or on the *[insert day]* day of *[insert month]*, *[insert year]*<sup>10</sup>, whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>9</sup> *Insert shipping/other applicable documents establishing "delivery" of the Goods in accordance with the applicable Incoterm to the Contract.*

<sup>10</sup> *Insert the Delivery date in accordance with the Contract. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the guarantee."*

## SCHEDULE 4: Secondary Procurement

This Section contains the methods and the criteria that the Public Body shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement.

*[The Public Body shall select the criteria deemed appropriate for the Secondary Procurement process, using the samples text provided below or other acceptable wording, and delete the text in italics.]*

*The Secondary Procurement methodology (ies) to be described in this Schedule must be consistent with the Secondary Procurement method(s) set out in the Invitation for Bids which resulted in the conclusion of the Framework Agreement.]*

## 1. Secondary Procurement method(s)

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement [is/are] *[insert the types of the Secondary Procurement Method(s) that apply. This may include methods used as examples below, or any other method(s) approved by the Bank.]*:

- (i) competitive quotations through mini-competition,
- (ii) direct selection based on location, and
- (iii) direct selection based on balanced division of supply.
- (iv) *[add any other applicable method]*

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

### 1.1 **Competitive quotations (mini-competition)** *[delete if not applicable as per paragraph 1 above]*

The Purchaser will prepare a Restricted Bidding (RB) and invite all eligible Suppliers holding a Framework Agreement that includes the Goods to be procured under the Call-off contract, to submit competitive quotations.

The Restricted Bidding (RB) will include:

- (a) The Health Sector Goods to be delivered
- (b) delivery location(s)
- (c) delivery date(s) or schedule
- (d) quantity
- (e) any additional requirement for inland transportation and other services in the Purchaser's Country to convey the Goods to their final destination specified in RB not included in the Base Price,
- (f) details of any inspections or tests that are additional to those described in the Framework Agreement
- (g) the criteria to be applied to the evaluation of quotations
- (h) the award criteria, e.g.:
  - The Purchaser shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
    - I. substantially responsive to the RB; and
    - II. the lowest evaluated cost.
- (i) deadline for submission of quotations
- (j) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (k) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods
- (l) *any other relevant information.*

Suppliers are not permitted to quote a price, excluding any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RB not included in the Base Price, that is higher than the Base Price stated in the Framework Agreement, Schedule 2, or as adjusted by the agreed price adjustment formula, if applicable in accordance with **FAP 8**, and any changes in any Laws and Regulations in accordance with **FPA 9**.]

### 1.2 **Direct Selection under Single-Supplier Framework Agreement**

The Purchaser may request the Supplier to include in the Call-off Contract Price, the prices for any additional inland transportation in the Purchaser's Country to convey the Goods to their final destination.

The Purchaser will issue a Call-off Contract to the Supplier using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment formula if applicable in accordance with **FAP 8**, and any changes in any Laws and Regulations in accordance with **FAP 9**; including, as applicable, the prices for any additional inland transportation in the Purchaser's Country to convey the Goods to their final destination.

*[add any other applicable method]*

## 2. **Formation of Call-off contract**

The Purchaser shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

*[Describe the procedure(s) that applies to the formation of the Call-off Contract. Be specific e.g.]*

### 2.1 **For competitive quotations through mini-competition using a Restricted Bidding**, the Call-off contract is formed when: *[select one of the three Options]*

“the Purchaser transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Purchaser and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed.”

### 2.2 **For direct selection based on location or balanced division of supply**, the Call-off contract is formed when the Purchaser transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Purchaser and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed, or the date agreed by the parties.

### **3. Communicating the award of Call-off Contract**

*[Describe the process to announce the award of a Call-off Contract e.g.*

The Purchaser shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

- a. selection based on competitive quotations (through mini-competition) to all Suppliers invited to submit quotations.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- b. the name and address of the successful Supplier
- c. the quantity/volume of Goods being procured
- d. the contract price
- e. a statement of the reason(s) the recipient Supplier was unsuccessful.]

### **4. Complaint about award of Call-off Contract**

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows: *[describe the complaints process. At a minimum, the process should include the following]:*

- a. the complaint shall be made in writing to the Purchaser, by the quickest means available, e.g. email
- b. the Purchaser will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.



## Restricted Bidding Secondary Procurement under a Framework Agreement (method: mini-competition)

<b>From:</b>	<b><i>[Insert Purchaser's legal name]</i></b>
<b>Purchaser's Representative:</b>	<i>[Insert name of Purchaser's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Purchaser's address]</i>
<b>Telephone:</b>	<i>[Insert Representatives telephone number]</i>
<b>Email:</b>	<i>[Insert Representatives email address]</i>

<b>To:</b>	<b><i>[Insert Supplier's legal name]</i></b>
<b>Supplier's Representative:</b>	<i>[Insert name of Supplier's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Supplier's address]</i>
<b>Telephone:</b>	<i>[Insert Representatives telephone number]</i>
<b>Email:</b>	<i>[Insert Representatives email address]</i>

<b>Framework Agreement (FA):</b>	<b><i>[Insert short title of FA]</i></b>
<b>FA Date:</b>	<i>[Insert FA Date]</i>
<b>FA Reference No.</b>	<i>[Insert FA reference]</i>

<b>RB Ref No.:</b>	<i>[Insert reference]</i>
<b>RB Date:</b>	<i>[Insert date of RB]</i>
<b>RB issued:</b>	This RB has been transmitted by: "post" or "email" or "fax"

### Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Call-off Contract for Supply of Goods **[this may be the Call-off Contract Form or another acceptable template]**

Dear *[insert name of Supplier's Representative]*,

## 1. Restricted Bidding (RB)

With reference to above Framework Agreement (FA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the Goods described in Annex 1: Purchaser's Requirements, attached to this RB.

## 2. Price

- (a) Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- (b) Your Quotation, excluding any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RB not included in the Base Price, cannot be higher than the Base Price for the Goods as established in the Framework Agreement, Schedule 2: Price Schedules adjusted for any change in Laws and Regulations in accordance with FA Specific Provisions. [*OR use the following text if the Base Price is subject to a price adjustment: Your Quotation cannot be higher the Base Price for the Goods as established in the Framework Agreement, Schedule 2: Price Schedules, adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with FA Specific Provisions*"]
- (c) The price for any additional inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RB not included in the Base Price shall be quoted.
- (d) The price that you quote shall be fixed and shall not be subject to any further adjustment.
- (e) The Quotation shall be in the same currency(ies) specified in the Framework Agreement, Schedule 2: Price Schedules.
- (f) The Quotation will be valid for a period of [*insert number of calendar days*]

## 3. Clarifications

If you require clarification(s) regarding this RB, send your request in writing (email or hard copy *or through e-procurement system* if available) to our above-named Representative before [*insert date and time*]. We shall forward copies of our response to all Suppliers including a description of the inquiry but without identifying its source.

## 4. Submission of Quotations

Quotations are to be submitted in the form attached in Annex 2: [***insert method as applicable: e.g. by email, through e-procurement system***] to the following address; [Attention: [*insert full name of person, if applicable*]; **E-mail address: or link to e-procurement system**]

Offers submitted as email attachments shall be in the form of scanned non- editable images. ***[Include if needed: To facilitate the procurement process, the Public Body may require copies of the same quotations in other formats (such as in Word or Excel)]***

The deadline for submission of Quotations is *[insert time, day, month, year]*. Please inform us within *[insert number of days]* if you do not intend to submit a quotation.

## 5. Opening of Quotations

Quotations will be opened on ***[[insert time, day, month, year]*** by the Public Body's representatives in the presence of the Supplier's designated representatives who choose to attend the virtual opening ***[Under the COVID-19 emergency situation, if virtual opening is not feasible, the offers may be opened by the Public Body's representatives only]***. Minutes of the opening will be shared with all suppliers who submitted quotations.

## 6. Evaluation of Quotations

Quotations will be evaluated item-wise and according to the criteria and methodology described in the Framework Agreement, Schedule 4: Secondary Procurement.

7. At the time of Contract Award, the Supplier (including each subcontractor proposed by the Supplier) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual Sexual Exploitation and Abuse (SEA) /Sexual Harassment (SH) prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

In this regard, "***Sexual Exploitation and Abuse***" ("***SEA***") means the following:

***Sexual Exploitation*** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

***Sexual Abuse*** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

***Sexual Harassment***" ("***SH***") is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.

## 8. Contract

Attached, as Annex 3 to this RB, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract

on the same, or similar terms. [*Instructions: complete a draft Call-off Contract for this procurement and attach it to this RB*]

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

## RB ANNEX 1: Purchaser's Requirements

*[The Purchaser shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotation]*

### List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW etc.)	Delivery Period from Date of formation of Call-off contract
1	ACETYLSALICYLIC ACID 75-100 MG ENTERIC COATED TABS						
2	ALLOPURINOL 300 MG TAB						
3	AMLODIPINE 10 MG SCORED TAB						
4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)						
5	ATENOLOL 100 MG TAB (SCORED)						
6	ATORVASTATIN 20MG TAB (SCORED)						
7	ATORVASTATIN 40 MG TAB (SCORED)						

8	BETAMETHASONE VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE						
9	BISACODYL 5MG TABS						
10	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)						
11	CALCIUM CARBONATE 500 MG TAB						
12	CALCIUM GLUCONATE 600 MG TAB						
13	CARVEDILOL 6.25 MG TAB (SCORED)						
14	CHLORHEXIDINE GLUCONATE 0.2% X 100- 200 ML						

15	CLOBETASOL PROPIONATE OINTMENT/CREA M 0.05% X 15-30 G TUBE						
16	CLOPIDOGREL 75 MG TAB						
17	DICLOFENAC SODIUM 25 MG TAB ENTERIC COATED						
18	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED						
19	DILTIAZEM HCL 60 MG TAB						
20	ENALAPRIL MALEATE 10 MG TAB						
21	ENALAPRIL MALEATE 5 MG TAB						
22	FOLIC ACID 5 MG TAB						
23	FRUSEMIDE 40 MG TAB						
24	FUSIDIC ACID CREAM 2% X 15 G TUBE						

25	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE						
26	GLICLAZIDE 80 MG TAB (SCORED)						
27	GLYCERYL TRINITRATE S.R 2.6 MG TAB						
28	GLYCERYL TRINITRATE SUBLINGUAL 500 MCG						
29	HYDROCHLOROT HIAZIDE 25 MG TAB						
30	HYDROCORTISON E ACETATE SKIN CREAM 1% X 15 G TUBE						
31	HYDROCORTISON E ACETATE SKIN OINTMENT 1% X 15 G TUBE						
32	IBUPROFEN 200 MG TAB FILM COATED						
33	IBUPROFEN 400 MG TAB FILM COATED						



34	ISOSORBIDE MONONITRATE S.R 40 MG TAB						
35	LOSARTAN POTASSIUM 25 MG SCORED TAB						
36	LOSARTAN POTASSIUM 50 MG SCORED TAB						
37	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS						
38	METFORMIN 1000 MG TAB S. R						
39	METFORMIN HCL 500 MG TAB						
40	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G						
41	METHYLDOPA 250 MG TAB						

42	METOPROLOL TARTRATE 100 MG TAB						
43	METOPROLOL TARTRATE 25 MG TAB						
44	METOPROLOL TARTRATE 50 MG TAB						
45	MIXTURE EXPECTORANT ADULT X 100 ML						
46	MULTI VITAMINS TAB						
47	OMEPRAZOLE 20MG CAP						
48	ORAL REHYDRATION SALT (SACHETS)						
49	PARACETAMOL 500 MG TAB						
50	PREDNISOLONE 5 MG TAB						
51	SLOW RELEASE POTASSIUM CHLORIDE 600 MG TAB						

52	STERILE PARAFFIN GAUGE DRESSING, IMPREGNATED WITH ANTIBIOTICS						
53	VERAPAMIL HCL 40 MG TAB						
54	VITAMIN A & D (COD LIVER OIL) CAP						
55	VITAMIN B- COMPOUND TAB						

## RB ANNEX 2: Supplier Quotation Form

<b>From:</b>	<i>[Insert Supplier's legal name]</i>
<b>Supplier's Representative:</b>	<i>[Insert name of Supplier's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Supplier's address]</i>
<b>Email:</b>	<i>[Insert Supplier's email address]</i>

<b>To:</b>	<i>[Insert Purchaser's legal name]</i>
<b>Purchaser's Representative:</b>	<i>[Insert name of Purchaser's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Purchaser's address]</i>

<b>Framework Agreement (FA)</b>	<i>[Insert short title of FA]</i>
<b>FA Reference No.</b>	<i>[Insert Purchaser's FA reference]</i>
<b>Date of Framework Agreement:</b>	<i>[Insert FA date]</i>

<b>RB Ref No.:</b>	<i>[Insert Purchaser's reference]</i>
<b>Date of Quotation:</b>	<i>[Insert date of Quotation]</i>

Dear *[insert name of Purchaser's Representative]*

### SUBMISSION OF QUOTATION

#### 1. Conformity and no reservations

In response to the above named RB we offer to supply the Goods, as per this Quotation and in conformity with the RB, Delivery and Completion Schedules. We confirm that we have examined and have no reservations to the RB, including the Call-off Contract.

#### 2. Eligibility and conflict of interest

We declare that we continue to be qualified, and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, the Goods that we supply shall be sourced from an eligible country.

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]*

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

### 3. Quotation Price

The total price of our quotation, excluding any unconditional discounts offered in item (g) below is *[insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies]*.

### 4. Unconditional Discounts

The unconditional discounts offered are: *[Specify the discount offered.]*

The exact method of calculations to determine the net price after application of unconditional discounts is: *[Specify the method that shall be used to apply the discounts]*.

### 5. Quotation Validity Period

Our Quotation shall be valid for the period specified in RB, and it shall remain binding upon us and may be accepted at any time before it expires.

### 6. Performance Security *[delete if no performance security is required]*

If we are awarded the Call-off Contract, we commit to obtain a Performance Security in accordance with the RB.

### 7. Commissions, gratuities, fees

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We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation or execution of a Call-off Contract [*If none has been paid or is to be paid, indicate "none."*]

Name of Recipient	Address	Reason	Amount

**8. Not Bound to Accept**

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RB process at any time prior to the award of a Call of Contract without incurring any liability to Suppliers.

**9. Fraud and Corruption**

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Quotation for Goods: Price Schedule 1

### For Goods to be imported from outside the Purchaser's Country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i>	CIP Price per line item (Col. 5x6)	<i>[ For CIP, if in addition inland transportation etc. is required]</i> Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RB	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
<b>Quotation Price</b>								

## Quotation for Goods: Price Schedule 2

**For Goods from within the Purchaser's Country (already imported\* to or manufactured in the Purchaser's Country)**

1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price EXW* (plus prices to deliver to place of destination, if required)	Total EXW (plus prices to deliver to place of destination, if required) price per line item (Col. 4x5)	<i>[If required by the Purchaser]</i> Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW (plus prices to deliver to place of destination, if required) unit price]</i>	<i>[insert total EXW (plus prices to deliver to place of destination, if required) price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price per item]</i>

\*for already imported Goods, in accordance with the Primary Procurement process, the EXW price shall exclude any custom duties and other import taxes on the Goods. Provide supporting documentary evidence on custom duties and other import taxes already paid or to be paid on the Goods.



## Total Quotation Price

The total cost for the supply and delivery of the Goods is as follows:

Price Schedules	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
<b>Total Quotation Price</b>	

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# Sample Letter of Award of Call-off Contract

*[modify as appropriate]*

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award of Call-off Contract No.** . . . . .

In reference to the Framework Agreement *[insert reference number and date]*

*[For mini-competition, add the following: "and your Quotation *[insert reference number and date]* has been accepted."]*

please find enclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within *[insert no of days]*.

***[Delete if Performance Security is not required:*** "You are also requested to furnish a Performance Security within *[insert no of days]*, using for that purpose the Performance Security Form attached to the Framework Agreement"

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Call-off Contract**

## Call-off Contract for the supply of Goods *[if any]*

<b>Framework Agreement (FA):</b>	<i>[insert short title of FA]</i>
<b>FA Date:</b>	<i>[insert FA date]</i>
<i>FA reference number:</i>	<i>[insert FA reference number]</i>
<b>Goods:</b>	<i>[short title for type of Goods]</i>
<b>The Project Site(s)/Final Destination(s) is/are:</b>	<i>[Insert information on the location(s) of the site(s), where applicable]</i>
<b>Site of inspections and tests</b>	<i>[Insert information, where applicable]</i>

<b>Purchaser:</b>	<b>Supplier:</b>
<i>[Insert complete legal name of the Purchaser]</i> [address]	<i>[Insert complete legal name of the Supplier]</i> [address]

GOODS				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Goods]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:			<b>Total</b>	<i>[Insert amount]</i>

<b>Required Delivery period/s as per INCOTERMS</b>	<b>[insert period/s]</b> as per applicable INCOTERMS	
--	--	--

### 1. Contract Price

The Contract Price for the supply of Goods is as follows

Description	Amounts and currency/ies <i>[insert total amounts from preceding two tables]</i>
Goods	
Contract Price: [ insert total for Goods <i>[if applicable]</i>	

### 2. Contract Documents

The following documents shall be deemed to form and be read and construed as part of this Call-off Contract. This Call-off Contract shall prevail over all other contract documents.

- (a) Letter of Award of Call-off Contract
  - (b) Supplier's Quotation (if applicable)
  - (c) Addenda No. \_\_\_\_ (if any)
  - (d) Call-off Contract- Conditions of Contract
- and by reference the following documents:
- (e) Framework Agreement
  - (f) Schedule 1: Schedule of Requirements *[insert relevant items from schedule 1 as applicable to the Call-off contract]*
  - (g) *[List any other document]*

- 3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Call-off Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

***[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Call-off Contract such as using DocuSign is recommended.]***

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Date: \_\_\_\_\_

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Date: \_\_\_\_\_

## Call-off Contract- Conditions of Contract (CoC)

***[Note to the Public Body: In the interest of harmonization and simplification for the Call-off Contract purchaser/s, the Public Body (FA) may fill in, to the extent practicable, the information to be filled in in this section and clearly marking specific information that can only/shall be filled in by the Call-off Purchaser/s.]***

The following Call-off Contract Conditions of Contract apply to the Call-off Contract awarded under the Framework Agreement between the Purchaser and the Supplier.

### **1. Standards and Specifications**

The Goods shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

### **2. Packing, Marking and Documentation**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall be: *[insert the type of packing required, the markings in the packing and all documentation required; or refer to the Technical Specifications]*

### **3. Transportation**

Responsibility for transportation of the Goods shall be as specified in the applicable Incoterms specified in the Framework Agreement.

If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site. Transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)].*

### **4. Shipping and Other Documents**

***[Modify as appropriate***

Details of Shipping and other Documents to be furnished by the Supplier are: *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance*

*certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.].*

The above documents shall be received by the Purchaser:

- (a) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in the Terms of Payment below. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;
- (b) on shipment.]

## 5. Terms of Payment

The method and conditions of payment to be made to the Supplier under the Call-off Contract shall be as follows:

*[Normally the L/C method of payment applies to Goods from abroad. For emergency procurement, the time and processes for L/C may not suit the fast track procurement. It is expected that the Direct Payment disbursement method will apply. The Direct Payment method coupled with a relatively high advance payment is expected to help mitigate the risk (due to non-availability of L/C) to the Supplier. If L/C has to be used, the required processes shall be completed in an efficient manner.]*

*[State: The Purchaser [insert: "shall" or "shall not", as appropriate] process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.]*

### ***[SAMPLE PROVISION; MODIFY AS APPROPRIATE]***

#### **Payment for Goods supplied from abroad:**

*[Choose the applicable option and delete the other]*

#### ***[Option 1- for payments using the Direct Payment Disbursement method]:***

Payment of foreign currency portion shall be made in (\_\_\_\_\_) *[currency of the Contract Price]* in the following manner:

##### **(i) Advance Payment:**

- Ten (10) percent of the Contract Price shall be paid, within ten (10) days of signing of the Contract and upon submission of a claim for the amount;
- Thirty (30) percent of the Contract Price shall be paid within twenty (20) days of signing of the Contract and upon submission of claim and a bank demand guarantee for equivalent amount valid until the Goods are delivered and in the form of Advance Payment Security attached to the Framework Agreement or another form acceptable to the Purchaser.

- (ii) **On Shipment:** Fifty (50) percent of the Contract Price of the Goods shipped shall be paid, within 15 days after submission of documents specified under Shipping and Other Documents herewith.

- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in \_\_\_\_\_ [currency] within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted services have been performed.]

**[Option 2- for payments using letter of credit]**

Payment of foreign currency portion shall be made in \_\_\_\_\_ [currency of the Contract Price] in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified under Shipping and Other Documents herewith.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in \_\_\_\_\_ [currency] within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

**Payment for Goods and Services supplied from within the Purchaser's Country:**

Payment for Goods and Services supplied from within the Purchaser's Country shall be made in \_\_\_\_\_ [currency], as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (15) days of signing of the Contract upon submission of a claim for the amount.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and within 15 days after submission of the documents specified under Shipping and other Documents herewith.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within fifteen (15) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

**6. Performance Security**

[A Performance Security **shall normally not be required for the subject emergency procurement.** In exceptional circumstances, if a Performance Security is required, insert the following:]



*["The Supplier shall provide a performance security for the performance of the Contract, within the period stated in the Letter of Award of Call-off, using for that purpose the Performance Security Form attached to the Framework Agreement.*

*The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.*

*The amount of the Performance Security shall be: [insert % of the Contract Price;], denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form attached to the Framework Agreement.*

*The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fourteen (14) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise."]*

## **7. Taxes and Duties**

For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

For Goods manufactured outside the Purchaser's Country, the Purchaser shall bear and pay all custom duties and import duties on the contracted Goods. For already imported Goods, to enable reimbursement to the Supplier and/or payment to the relevant bodies as appropriate, the Supplier shall furnish documentary evidence on custom duties and other import taxes already paid or to be paid on the Goods.

The Purchaser shall bear and pay for any Purchaser's Country sales tax and other taxes which may be payable on the Goods.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **8. Insurance**

The insurance coverage shall be as specified in the applicable Incoterms specified in the Framework Agreement. **[Preferred provision]**

OR

If not in accordance with Incoterms, insurance shall be as follows:

*[insert specific insurance provisions agreed upon, including coverage, currency and amount]*

## **9. Warranty**

In addition to the general warranty obligations specified in the Framework Agreement:

The warranty shall remain valid for *[insert number]* months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for *[insert number]* months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

The period for repair or replacement after being notified of the defect by the Purchaser shall be *[insert number]* days. If having been notified, the Supplier fails to remedy the defect within this period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

For purposes of the warranty, the place(s) of final destination(s) shall be as stated in this Call-off Contract.

## **10. Liquidated Damages and Bonuses**

Except as provided for under the Framework Agreement under Force Majeure, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages

The liquidated damage shall be *[insert %]* of the price of the delayed Goods or unperformed Services] for each week or part thereof of delay until actual delivery or performance.

The maximum amount of liquidated damages shall be *[insert %]* of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Call-off Contract pursuant to the Framework Agreement provision on Termination.

## **11. Change Orders and Contract Amendments**

The Purchaser may at any time order the Supplier through notice, to make changes within the general scope of the Call-off Contract in any one or more of the following:

- (a) where Goods to be furnished under the Call-off Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing; and
- (c) the place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Call-off Contract Price or in the Delivery/Completion schedule, or both, and the Call-off Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

Prices to be charged by the Supplier for any goods that might be needed but which were not included in the Call-off Contract shall be agreed upon in advance by the

parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

## 12. Extensions of Time

If at any time during performance of the Call-off Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, as provided for in the Framework Agreement, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages specified above, unless an extension of time is agreed upon.

## 13. Dispute Resolution in relation to Call-off Contract

As stated in the FA provisions, the Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation and if needed using an adjudicator, any disagreement or dispute arising between them under or in connection with the Call-off Contract.

If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation and adjudication if used, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified below.

Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

*[" (a) shall be retained in the case of a Contract with a foreign Supplier and (b) shall be retained in the case of a Contract with a national of the Purchaser's Country."]*

[ (a) Contract with foreign Supplier:

*[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following sample provision should be inserted:]*

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

(b) Contracts with Supplier national of the Purchaser's Country:

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.]

**14. [Note to Purchaser: Under a Project assessed as high or substantial Sexual Exploitation and Abuse(SEA)/Sexual Harassment (SH) risk, include the following if the Goods include activities that need to be performed by the Supplier's personnel such as installation, operation and/or maintenance, otherwise state: "Not Applicable".]**

14.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out *[state as applicable: installation/ operation/ maintenance/ operation and maintenance]* that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:

- (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel;
- (ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- (iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.

14.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the *[state as applicable: installation/operation/maintenance/operation and maintenance]* is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in 14.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the *[state as applicable: installation / operation / maintenance/ operation and maintenance]* is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.



## SCHEDULE 5: List of Purchasers (if applicable)

*[delete this section if this is a Single-User FA i.e. single Purchaser FA]*

The following agencies are participating as Purchasers in this Framework Agreement.

#	Name of Purchaser	Address	Representative
1.	<i>[insert complete name of Lead Public Body/Purchaser #1] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
2.	<i>[insert complete name of Purchaser #2] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
3.	<i>[insert complete name of Purchaser #3] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
4.			

## ANNEX A

SN	Item Name	Criticality Status	Approximate Annual Requirements
1	ACETYL SALICYLIC ACID 75-100 MG ENTERIC COATED TABS	*	24,375,870
2	ALLOPURINOL 300 MG TAB	**	3,976,800
3	AMLODIPINE 10 MG SCORED TAB	**	25,146,080
4	ASCORBIC ACID 500 MG CHEWABLE TAB (FLAVOURED)		7,075,040
5	ATENOLOL 100 MG TAB (SCORED)	**	8,076,635
6	ATORVASTATIN 20MG TAB (SCORED)	**	37,444,840
7	ATORVASTATIN 40 MG TAB (SCORED)	**	33,625,750
8	BETAMETHASONE VALERATE SKIN OINTMENT 0.1 % X 15 – 30 G TUBE	*	271,978
9	BISACODYL 5MG TABS	*	2,916,184
10	CALCIUM CARBONATE 1.25 G (EQUIVALENT TO ELEMENTAL CALCIUM 500 MG) + VIT.D3 400 IU(4MG) CHEWABLE TABS (FOR LUPUS)	*	5,140,300
11	CALCIUM CARBONATE 500 MG TAB		7,624,270
12	CALCIUM GLUCONATE 600 MG TAB	*	6,504,700
13	CARVEDILOL 6.25 MG TAB (SCORED)	**	3,705,826
14	CHLORHEXIDINE GLUCONATE 0.2% X 100-200 ML		1,127,476
15	CLOBETASOL PROPIONATE OINTMENT/CREAM 0.05% X 15-30 G TUBE	*	28,510
16	CLOPIDOGREL 75 MG TAB	**	17,395,710
17	DICLOFENAC SODIUM 50 MG TAB ENTERIC COATED	*	9,917,332
18	DILTIAZEM HCL 60 MG TAB	**	2,478,814
19	ENALAPRIL MALEATE 10 MG TAB	**	26,031,820
20	ENALAPRIL MALEATE 5 MG TAB	**	20,929,860
21	FOLIC ACID 5 MG TAB	*	4,762,441
22	FRUSEMIDE 40 MG TAB	**	14,846,984
23	FUSIDIC ACID CREAM 2% X 15 G TUBE	**	385,878
24	FUSIDIC ACID OINTMENT 2 % X 15 G TUBE	**	237,202
25	GLICLAZIDE 80 MG TAB (SCORED)	**	61,438,640
26	GLYCERYL TRINITRATE S.R 2.6 MG TAB	**	6,249,610
27	GLYCERYL TRINITRATE SUBLINGUAL 500 MCG	**	4,960,562

28	HYDROCHLOROTHIAZIDE 25 MG TAB	**	12,805,420
29	HYDROCORTISONE ACETATE SKIN CREAM 1% X 15 G TUBE	*	199,800
30	HYDROCORTISONE ACETATE SKIN OINTMENT 1% X 15 G TUBE	*	137,965
31	IBUPROFEN 200 MG TAB FILM COATED	*	4,531,170
32	IBUPROFEN 400 MG TAB FILM COATED	*	5,489,238
33	ISOSORBIDE MONONITRATE S.R 40 MG TAB	**	3,485,442
34	LOSARTAN POTASSIUM 25 MG SCORED TAB	**	17,901,630
35	LOSARTAN POTASSIUM 50 MG SCORED TAB	**	27,344,530
36	MAGNESIUM TRISILICATE TABS, COMPOUND, BP (MAGNESIUM TRISILICATE 250 MG + DRIED ALUMINIUM HYDROXIDE 120 MG) CHEWABLE TABS	*	11,042,374
37	METFORMIN 1000 MG TAB S. R	**	16,526,060
38	METFORMIN HCL 500 MG TAB	**	127,158,360
39	METHYL SALICYLATE OINTMENT 25% W/W X 15-25 G		2,375,298
40	METHYLDOPA 250 MG TAB	**	7,188,510
41	METOPROLOL TARTRATE 100 MG TAB	**	991,390
42	METOPROLOL TARTRATE 25 MG TAB	**	6,777,920
43	METOPROLOL TARTRATE 50 MG TAB	**	5,871,700
44	MIXTURE EXPECTORANT ADULT X 100 ML	*	759,464
45	MULTI VITAMINS TAB		20,665,440
46	OMEPRAZOLE 20MG CAP	**	26,672,300
47	ORAL REHYDRATION SALT (SACHETS)	*	1,642,462
48	PARACETAMOL 500 MG TAB	*	107,751,400
49	PREDNISOLONE 5 MG TAB	**	6,418,460
50	SLOW RELEASE POTASSIUM CHLORIDE 600 MG TAB	*	1,001,573
51	STERILE PARAFFIN GAUGE DRESSING, IMPREGNATED WITH ANTIBIOTICS	*	248,646
52	VERAPAMIL HCL 40 MG TAB	**	900,632
53	VITAMIN A & D (COD LIVER OIL) CAP		2,465,268
54	VITAMIN B-COMPOUND TAB		42,081,800